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Contract Database Metadata Elements

Title: **Nassau Health Care Corporation and CSEA, Local 1000 AFSCME, AFL-CIO, Nassau Local 830 (2010)**

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Union: **CSEA, AFSCME, AFL-CIO**

Local: **Nassau Local 363, 1000**

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11/4/13

AGREEMENT

PREAMBLE:

Nassau Health Care Corporation ("NHCC" or "NuHealth" or the "employer") is a public benefit corporation created by the New York State Legislature pursuant to §§ 3400-3420 of the NYS Public Authorities Law for the purposes of providing public health care and medical education services. NuHealth consists of the Nassau University Medical Center, the A. Holly Paterson Extended Care Facility, and community health centers. This Agreement seeks to assure the orderly and uninterrupted operations of the public benefit corporation by maintaining a harmonious relationship between the public benefit corporation and a unit of its employees.

Therefore, the NASSAU HEALTH CARE CORPORATION and the CIVIL SERVICE EMPLOYEES ASSOC., INC., LOCAL 1000, AFSCME AFL-CIO the certified union by Nassau Local 830 (hereinafter "Union") in consideration of the mutual promises and obligations herein assumed, have entered into this Agreement.

Sec. 1. DURATION OF AGREEMENT. This Agreement is for the term January 1, 2010 through December 31, 2015.

Sec. 2. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

2-1 "NHCC or Employer" means the Nassau Health Care Corporation.

2-1.2 "County" means the County of Nassau.

2-2 "Emergency" means any unforeseen and pressing situation which, in the judgment of the NHCC Chief Executive Officer, shall require the services of one or more employees.

2-3 "Employee" means an individual who is in the negotiating unit.

2-4 "Grievance" means any dispute between the Union or employee and NHCC with respect only to the meaning, interpretation or application of a provision of this Agreement. It shall not include any matters which are reviewable under administrative procedures established by law or the rules of the Nassau County Civil Service Commission.

2-5.1 "Negotiating Unit" means all employees included in the parties "Bargaining Unit Stipulation," entered into between NHCC and CSEA on or about February 27, 2003. A description of that unit is as follows:

All NHCC Employees, excluding:

(a) All employees in the exempt classification of the classified Civil Service except Drug Abuse Technician I, Drug Abuse Technician II and Drug Abuse Technician III.

(b) All grades of personnel officer

(c) All employees in the titles listed below:

1. Administrator, A. Holly Patterson Extended Care Facility

2. Administrative Officer I
3. Administrative Officer II
4. Assistant Administrator A. Holly Patterson Extended Care Facility
5. Assistant Director of Data Processing
6. Assistant Director of Laboratories and Research
7. Assistant Director, Nassau University Medical Center
8. Assistant Hospital Administrator I
9. Assistant Hospital Administrator II
10. Assistant Hospital Administrator III
11. Assistant Hospital Director
12. Assistant Nursing Home Administrator I
13. Attorney I
14. Attorney II
15. Attorney III
16. Chairperson of Dentistry
17. Chief Investigator
18. Director, Bureau of Building Services
19. Director, Bureau of Purchase and Contract Administration
20. Director for Environmental Programs
21. Director of Data Processing
22. Director of Environmental Construction
23. Director of Environmental Engineering
24. Director of Environmental Health Laboratory
25. Director of Environmental Operations
26. Director of Family Services
27. Director of Finance, Nassau University Medical Center
28. Director of Hospital Social Services
29. Director of Laboratories and Research
30. Director of Management Analysis
31. Director of Medical Social Services
32. Director of Nursing I
33. Director of Nursing II
34. Director of Nursing III
35. Director of Office Services I
36. Director of Planning
37. Director of Public Health Social Work
38. Director of Safety and Security Services
39. Employees who are Chiefs of the following Medical Departments at NHCC:

- a) Department of Ambulatory Services
- b) Department of Anesthesiology
- c) Department of Medicine
- d) Department of Neurology
- e) Department of Obstetrics and Gynecology
- f) Department of Orthopedics
- g) Department of Pathology and Laboratories
- h) Department of Pediatrics
- i) Department of Physical Medicine and Rehabilitation
- j) Department of Psychiatry and Psychology
- k) Department of Radiology

I) Department of Surgery

- 40. Executive Assistant
- 41. Executive Director, NHCC
- 42. Manager of Hospital Services Reimbursement
- 43. Medical Center Information Program Director
- 44. Mental Health Research Director
- 45. Public Administrator II
- 46. Public Health Administrator III
- 47. Public Health Administrator IV
- 48. Superintendent of Building Maintenance
- 49. Superintendent of Facilities Planning

Notwithstanding the foregoing, the parties agree the unit described has been and may be further amended by subsequent orders of the New York State PERB, and may be further modified by the parties.

2-5.2 When a new job classification or title is created by the Nassau County Civil Service Commission, NHCC and the Union will meet and negotiate to determine whether that new job classification or title is within the negotiating unit. Any dispute shall be presented to PERB.

2-6 "Original Date of Employment" means (1) for employees who were employed by NHCC on or before September 29, 2000, the date on which an individual commenced working for NHCC or the County, including time worked under the Comprehensive Employment and Training Act and/or the Emergency Employment Act as provided by Board of Supervisors resolution #82-1984, (excluding time worked for a Town, Village, School District, City or any other Special District within the County) and thereafter, without a break in service of more than one year, became employed in a regular County-funded position, whether or not such position was in the negotiating unit, or (2) for employees who commenced employment with NHCC after September 29, 2000, their first date of employment with NHCC.

2-7 "PERB" means the New York State Public Employment Relations Board.

2-8 "President" means the President of Nassau Local 830.

2-9 "Termination of Service" means ending employment with NHCC.

2-10 "Union" means Civil Service Employees Assoc., Inc., Local 1000, AFSCME, AFL-CIO the certified union by Nassau Local 830 (also referred to as CSEA).

2-11 "Day" means working day.

2-12 "Work Year" means the number of week days (Monday through Friday, inclusive) in any fiscal year, regardless of the number of days actually worked.

2-13 "Daily Rate of Pay" means, for a full-time employee, the annual basic salary divided by the number of days in the work year; for a part-time employee or hourly employee, the pay received for the number of hours worked per day.

2-14 "Straight Time Rate of Pay" means, for a full-time employee, the daily rate of pay divided by the number of hours in the employee's regular work day.

2-15 "Years of actual completed service" means (1) for employees employed by NHCC on or before September 29, 2000, all public service from the original date of employment with NHCC or the County, state and/or municipal subdivision (any school district, Village, City, Town or County in New York State) to the date of termination of such public services, or (2) for employees who commenced employment with NHCC on or after September 29, 2000, their first date of employment with NHCC, provided, however, that service interrupted for a period of one-year or less shall not be deemed to be a termination; however, such interruption shall not be credited as actual service to NHCC, unless otherwise required by law. Employees whose service shall be less than full-time shall have their service time pro-rated except for the purposes of longevity payments.

2-16 "Department Head" means the highest ranking NHCC employee not in the negotiating unit within a particular NHCC department and shall include any designated representative who is not in the negotiating unit.

Sec. 3 CERTIFICATION AND RECOGNITION.

The Union was duly certified as the negotiating representative for all employees in the negotiating unit, by an order of PERB dated October 8, 1968, as amended, and as replaced by PERB's order dated April 14, 1982, as amended, and as further replaced by the parties "Bargaining Unit Stipulation," dated February 27, 2003. NHCC recognizes the Union as the exclusive and unchallenged negotiating representative for collective negotiations with respect to rates of pay, salaries, hours, grievances and other terms and conditions of employment for all employees in the negotiating unit for the period of this Agreement.

Sec. 4 MANAGEMENT RIGHTS.

Except as validly limited by this Agreement, NHCC reserves the right to determine the standards of service to be offered by its various departments; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

Sec. 5 WAIVER - ZIPPER.

NHCC and the Union, for the life of this Agreement, each voluntarily and unconditionally agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This shall not be construed to apply to negotiations for future collectively negotiated agreements between the parties, or to re-negotiations of health or dental benefits in the event that another County negotiating unit improves its health or dental benefits, or re-negotiation of amendments to Section 2-5.2 of this Agreement.

Sec. 6 UNION ACTIVITIES.

~~6-1~~ There shall be no interference with the right of employees to become or continue as members of the Union.

6-2 There shall be no discrimination, restraint or coercion against any employee because of membership in, or lawful activities on behalf of the Union.

6-3 There shall be no Union activity on NHCC time except as set forth herein.

6-4 There shall be no strike or other concerted stoppage of work or slowdown by an employee, nor shall any officer or representative of the Union authorize, instigate or condone any such activity.

6-5 All new employees shall receive an orientation by NHCC on NHCC time. Such employees shall attend the orientation meeting which may occur one month after the date of employment. The Union shall have the right to distribute its literature at such meeting.

6-6 NHCC bulletin boards may be used to post Union notices after being approved, in writing, by the Vice President for Human Resources or his designated representative. Notices from the Union shall be signed by the President, Vice-President, Secretary or Treasurer of the Union. All notices posted by the Union are the responsibility of the officials of the Union. Unsigned notices may not be posted. Defacing, adding to or writing over any general notice or posting unofficial bulletins or notices or any materials that are offensive, shall be prohibited. The following notices, however, do not need approval by the Vice President of Human Resources or his designated representative:

- (1) Notices of Union recreational or social affairs,
- (2) Notices of Union elections and meetings,
- (3) Notices of Union appointments and results of elections.

6-7 All notices shall be promptly removed after they have served their purpose. No provision of this Agreement shall be construed to permit the posting of any political advertising, or controversial matter on bulletin boards or elsewhere upon NHCC property. Notices shall not exceed 8-1/2" X 14" in size and shall be posted in a manner so as not to obstruct other notices.

6-8 NHCC will not permit any other employee organization or Union to hold meetings on NHCC property at any time with reference to employees in the negotiating unit. This shall not be construed to prohibit any other meetings of employee organizations with reference to any subject not within the scope of this Agreement.

6-9 NHCC and the Union shall each pay one-half of the cost of printing this Agreement.

Sec. 7 UNION REPRESENTATIVES.

7-1 The President and [number temporarily omitted] other NHCC employees or individuals paid from NHCC funds, and employees of the Union selected and designated in writing by the President of the Union and certified by the Vice President of Human Resources shall be permitted access to NHCC property at reasonable times when necessary to transact legitimate Union business pertaining to the administration of this Agreement, after notice to the Vice President of Human Resources or his designated representative.

7-2 Intentionally Omitted

7-3 No employee designated pursuant to this section shall be discriminated against in any way by NHCC because of work performed on behalf of the Union and the employees.

7-4 An employee designated pursuant to this section shall continue to receive all benefits under this Agreement.

7-5 All such work, relating to employees, performed on behalf of the Union, shall be deemed time worked and shall be in complete satisfaction and fulfillment of all job requirements and duties with NHCC.

Sec. 8 UNION SECURITY.

Provided the same is legally permissible, the Union shall have the following security:

8-1 NHCC shall deduct from the bi-weekly wages of each employee who has authorized same, union dues, assessments, initiation fees, agency fees, group life insurance premiums, group accident and health insurance premiums, group auto insurance premiums, the CSEA's Federal Political Action Committee, known as "Public Employees Organized Political Legislative Equality" ("P.E.O.P.L.E.") and such other insurance premiums as may be agreed to between the Union and NHCC, and forward the total amount of such deductions forthwith to the Civil Service Employees Association, 143 Washington Avenue, Albany, N.Y. 12210, or such other address as may be agreed to. Such payroll deduction authorizations shall be in writing, signed by the employee and shall be in the form generally in use by the Union.

8-2 Amounts for such deductions shall become effective only upon filing with NHCC's Chief Financial Officer a certified copy of the resolution of the Union or other document authorizing such amount. Such payroll deduction authorizations shall take effect fifteen (15) days after receipt thereof by NHCC's Chief Financial Officer. NHCC shall not be liable to the Union by reason of the requirements of this section for the remittance or payment of any sum other than that constituting the deductions agreed to be made from employees' wages.

8-3 NHCC shall deduct from the salary or wages paid to each employee in the negotiating unit who has not authorized in writing a deduction of union dues as set forth above, an amount equivalent to the dues levied by the Union, and NHCC shall transmit such amounts to the Civil Service Employees Association, 143 Washington Avenue, Albany, N.Y. 12210, or such other address as designated by the Union. Such deductions shall commence no later than fifteen (15) days after the employee is hired.

8-4 The Union agrees to hold NHCC harmless from any and all money damages which NHCC pays as a result of a decision of a Court of competent jurisdiction holding NHCC liable for damages for compliance with the wage deductions provided by this section.

8-5 Should legislation be enacted in New York State which permits any form of union security in public employment (including but not limited to Union Shop, Agency Shop, Maintenance of Membership or variations thereof) this Agreement shall be deemed amended to give the Union the greatest form of union security permitted by such legislation.

Sec. 9 ADMINISTRATION OF AGREEMENT.

9-1 Pursuant to Section 204-a of the Civil Service Law:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

9-2.1 Each department head shall adhere to this Agreement and administer its terms uniformly.

9-2.2 NHCC may promulgate departmental practices, procedures, rules and regulations. However, pursuant to Section 5 of the Agreement, said practices, procedures, rules and regulations shall not conflict with, exceed nor supersede this Agreement.

9-3 NHCC shall maintain weekly time and attendance records relating to employees and shall maintain such further records and make such reports as shall be prescribed by NHCC and/or the Nassau Civil Service Commission.

Sec. 10 DISCIPLINARY PROCEDURES.

10-1 Except where an accrediting agency regulating a NHCC department requires otherwise, the provisions of this section shall be exclusive for all persons in the negotiating unit and shall be in lieu of any and all other statutory or regulatory disciplinary protections.

10-1.1 There shall be a trial period of twenty-six (26) weeks for all employees in full-time positions, unless a longer, or new, or additional probationary or trainee period is provided by the Civil Service Commission Rules or by New York State

Statute. During this trial period, the employee holding the position shall not have any disciplinary protection. In addition, an employee's failure of a probationary or trainee period required by the Civil Service Commission shall not be subject to the Disciplinary Procedure.

10-1.2 There shall be a trial period of five (5) continuous years for all employees in part-time positions. During this trial period, the employee holding the position shall not have any disciplinary protection.

10-1.3 Interruptions of service in a full-time or part-time position, lasting less than one year, shall not be an interruption of years of continuous service.

10-1.4 Only an employee who has passed the trial period, as set forth above, shall be entitled to use the Disciplinary Review Procedure as set forth in this section.

10-1.5 An employee who is seasonal, temporary, provisional, or in the unclassified service, or in a position previously designated by the Civil Service Commission as "confidential" or "influencing policy", shall not have the protections of Section 10 of this Agreement. Time served in any such position shall not be credited towards a trial period, except that following a permanent appointment, time served in subsequent positions (other than seasonal, temporary, unclassified or positions previously designated by the Civil Service Commission as "confidential" or "influencing policy") shall be credited towards the trial period. Notwithstanding the provisions of this Sub-Section the following individuals shall be entitled to the disciplinary protection of Section 10:

1. Alcoholism Rehabilitation Counselors I - Drug & Alcohol
2. Alcoholism Rehabilitation Counselors II - Drug & Alcohol
3. Community Relations Assistants - Drug & Alcohol
4. Coordinator of Methadone Maintenance Nursing Services-
Drug & Alcohol

10-2 An employee who is covered by this section may not have any of the Health, Dental or Optical insurance benefits provided for in this Agreement suspended, discontinued, or interrupted by NHCC pending the completion of the Disciplinary Review Procedure provided for in this section. NHCC shall continue to pay the regular cost of such insurance for such period.

10-3 No penalty or punishment beyond a reprimand may be imposed unless the employee has been given a reasonable opportunity to have a Union representative present at the time any such penalty or punishment is imposed.

10-3.1 No employee shall be asked or required to sign a resignation unless the employee has first been afforded a reasonable opportunity to consult with a Union representative.

10-4 When an employee is being interviewed by a departmental representative under circumstances which may lead to the imposition of a disciplinary penalty against the employee other than a reprimand, the employee shall be given an opportunity to have a Union representative present during such interview.

10-4.1 Such Union representative shall be excused from work for a sufficient period of time necessary to assist the employee who has requested the Union representative's presence.

10-4.2 Such representative, while having the right to be present during the period of interview, shall not be permitted to interfere with the interview. The representative shall, however, have the right to confer with and advise the employee both before and after the interview.

10-4.3 Statements made by an employee after notice of an investigation related to charges which may be brought against such employee, which statements are made in the absence of an opportunity to exercise the employee's rights pursuant to this section, shall not be admissible in the Disciplinary Review Procedure.

10-5 Notice of Discipline and Charges. An employee who is entitled to the protections of this section shall, within 20 calendar days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to the employee's current address as it appears on NHCC's personnel records. If the employee wishes to contest said discipline, the employee must proceed in accordance with the Disciplinary Review Procedure set forth in this section. A copy of such notice and charges shall simultaneously be served upon the Union.

10-6 Discipline may consist of and shall be limited to a reprimand, and/or a fine not to exceed one hundred dollars (\$100), and/or a denial of the next year's scheduled increment, and/or a loss of leave entitlements not to exceed thirty (30) days, and/or a suspension without pay, and/or demotion in grade and/or step, and/or dismissal from NHCC service.

10-6.1 A discharge, or a suspension without pay in excess of thirty (30) days, shall entitle the Union to proceed directly to Step 3 of the Disciplinary Review Procedure for expedited arbitration.

10-7 (a) For any incompetence or misconduct alleged to have occurred prior to January 1, 1995, and described in the notice and charges, no discipline may be imposed more than eighteen (18) months after such occurrence unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

(b) For any incompetence or misconduct alleged to have occurred on or after January 1, 1995, and described in the notice and charges, no discipline may be imposed more than one (1) calendar year after such occurrence unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

Sec. 10-8 DISCIPLINARY REVIEW PROCEDURE

10-8.1 Step 1. Effective January 1, 1995, within twenty-five (25) calendar days after the imposition of disciplinary action or receipt of notice of discipline and charges, whichever is first, an employee who objects to the disciplinary action which was imposed shall present the employee's objection in writing to the employee's department head, not a member of the negotiating unit, who shall carefully consider

the matter, and within five (5) days thereafter, make a determination and advise the employee and the Union of the decision.

10-8.2 Step 2. If the objection is not satisfactorily adjusted at Step 1, an employee or the employee's Union representative shall present the matter to the NHCC Human Resources Department within five (5) days after notification of the decision provided in Step 1, by filing with the NHCC Human Resources Department a written notice of the specified objection. Within ten (10) days after such presentation, the NHCC Human Resources Department shall make a written determination and advise the employee and the Union of the decision.

10-8.3 Step 3. Within fifteen (15) days after
 (a) notification of the decision reached at Step 2; or
 (b) discharge; or
 (c) suspension without pay in excess of thirty (30) days; only the Union may proceed to Disciplinary Arbitration.

Sec. 10-9 DISCIPLINARY ARBITRATION.

10-9.1 Panel of Arbitrators. NHCC and the Union shall mutually agree on up to ten (10) people to serve as a panel of arbitrators. The parties may expand and/or revise the aforementioned panel upon mutual consent. Otherwise, the arbitrators shall serve for the term of the Agreement, except that both NHCC and the Union may each remove one arbitrator over the life of the Agreement. All of the arbitrators so selected shall be listed alphabetically except as otherwise provided in Section 10-9.3, below.

10-9.2 Arbitrators shall be selected in alphabetical order. If the arbitrator selected advises the parties that the arbitrator is unable to hear the dispute within thirty (30) days from the date the arbitrator is notified of selection, the next arbitrator on the list shall be designated.

10-9.3 Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

10-9.4 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties have expressly agreed, in writing, to give the arbitrator specific authority to do so, or to make an Award which has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the Agreement was still in effect. The Award of the Arbitrator so made shall be final and binding on the parties.

10-9.5 For the purposes of this Disciplinary Review Procedure:

- (a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of disciplinary reviews.
- (b) Failure by NHCC, at any Step of the procedure provided herein, to communicate a decision on a grievance within the specified time limits shall permit the employee or the Union to proceed to the next Step.

(c) Failure by the employee or Union at any Step of this procedure to appeal a grievance to the next Step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

(d) Judicial Review of Disciplinary Action shall be exclusively limited to procedures available under C.P.L.R., Article 75.

(e) Neither the Union nor NHCC shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) days. Default will be granted against the party requesting more than two (2) adjournments.

(f) ~~The arbitrator shall only decide whether misconduct or incompetence existed, and if so, the appropriate penalty permitted by this Agreement.~~

10-9.6 Those selected as arbitrators under this Agreement, shall receive a fee of one thousand dollars (\$1,000.00) per day, to include all expenses, and to be borne equally by the parties, or such other fee as shall mutually be agreed upon in writing by the Union President and NHCC.

10-9.7 The arbitrator selected shall be notified immediately and must hold the hearing and render the binding decision within forty-five (45) calendar days from the date of the arbitrator's designation unless otherwise agreed to by the parties.

10-10 The provisions of Sec.23-5 (Grievance Mediation) shall be applicable to disciplinary cases.

Sec. 11 INTENTIONALLY OMITTED

Sec. 12 SENIORITY.

12-1 Seniority will be based (1) for employees who commenced employment with NHCC on or before September 29, 2000, on their original date of employment with NHCC or the County, unless otherwise required by law, or (2) for employees who commenced employment with NHCC after September 29, 2000, on their first date of employment with NHCC.

12-2 Ability, adaptability and seniority shall prevail insofar as practicable and consistent with the needs of the department, including:

- (a) promotions in labor and non-competitive jobs;
- (b) job assignments;
- (c) transfers within a department regarding proximity of job;
- (d) vacancies in agencies with branches.

Seniority shall prevail in the choice of vacations wherever practicable and consistent with the needs of the department. This shall not be construed as superseding or amending the Civil Service Law, nor the rules, regulations or determinations of the Nassau County Civil Service Commission.

12-3 An employee whose employment is changed from any NHCC department, agency or position, whether or not covered by this Agreement, to any other NHCC department, agency or position covered by this Agreement, shall be deemed to have

an initial employment date as of the date of the employee's original appointment as a NHCC employee.

12-4 An employee who has a break in service of not more than one year, except as otherwise provided by law shall be deemed to have an initial employment date as of the original date of employment.

12-5 Persons on Workers' Compensation, for a period up to and including one year from the time Workers' Compensation benefits commenced, shall not suffer any loss of seniority for purposes of lay-offs or increments, as the latter are provided for in this Agreement.

Sec. 13 NURSES WORKING A PER DIEM SCHEDULE.

13-1.1 NHCC shall establish and maintain an employment list of persons in the titles of Registered Nurse I (per diem) and Licensed Practical Nurse I (per diem), whose qualifications have been previously approved by the Nassau Civil Service Commission.

13-1.2 NHCC shall have the right to hire persons from said list to be assigned only to those facilities under the jurisdiction of the Nassau Health Care Corporation.

13-1.3 Such hiring and employment is intended to be for the alleviation of nurse staffing shortages at those facilities under the jurisdiction of the Nassau Health Care Corporation created or caused by unanticipated absence and/or emergencies or by difficulties in attracting and retaining RNs and LPNs for certain shifts (e.g., nights, weekends, holidays) while in the course of actively recruiting persons to be employed in the above titles. This provision may not be utilized to replace full-time nurse employees or to reduce the number of full-time nurse employees in the titles of Registered Nurse I and Licensed Practical Nurse I.

13-1.4 The rates of compensation for employees hired pursuant to this section shall be as set forth below:

- (a) Registered Nurse I (Per Diem)
 - (i) Days: \$35.00/hour
 - (ii) Evenings/Nights: \$38.00/hour
 - (iii) Weekends & Holidays: \$40.00/hour

- (b) Licensed Practical Nurse I (Per Diem)
 - (i) Days: \$19.00/hour
 - (ii) Evenings/Nights: \$20.00/hour
 - (iii) Weekends & Holidays: \$22.00/hour

(c) The rates set forth herein are minimums only. NHCC may pay per diem RNs or LPNs higher rates in order to attract per diems to work on a particular shift or in response to market demands.

(d) A per diem RN or LPN shall not be used more than an average of thirty (36) hours per pay period over any continuous six (6) month period.

13-1.5 Employees hired pursuant to this section shall not be entitled to receive any compensation or benefits other than those set forth herein, unless otherwise required by law.

- 13-1.6 With regard to persons employed pursuant to this section, NHCC shall provide to the Union the following information:
- (a) Names and titles of persons employed;
 - (b) Rates of pay;
 - (c) Dates and hours worked.
- 13-1.7 Nurses on their regular shift shall not be displaced from their unit and moved to another unit by a per diem nurse unless the per diem nurse does not possess the requisite qualifications or experience to work in the other unit while the nurse on his/her regular shift does.
- 13-1.8 The program instituted pursuant to this section shall be reviewed by the parties every three (3) months as part of the regular Labor-Management meetings. After this section has been in effect for six (6) months, the parties may mutually agree to reopen negotiations on this section to determine if additional modifications are needed.
- 13-1.9 Employees hired pursuant to this section shall be members of the bargaining unit and subject to Section 8, "Union Security."

Sec. 14 LAY-OFF AND RE-HIRING.

14-1 All lay-offs in non-competitive and labor class positions shall follow the plan set forth in Section 80-a of the Civil Service Law, notwithstanding that such section applies only to non-competitive class employees in State service.

14-2 All persons in the labor and non-competitive class, who have been laid off, shall be re-hired in accordance with the plan set forth in Section 81 of the Civil Service Law, notwithstanding that such section does not apply to them as a matter of law, and further provided that the re-hiring rights under this section shall expire eighteen (18) months after the lay-off.

14-3 NHCC agrees that prior to any lay-offs of any employee covered by this Agreement for economic reasons or reasons of re-organizations, it will discuss the same with the Union. Lay-offs, however, are to continue to be in the sole discretion of NHCC. This provision shall not be deemed to affect, in any way, the managerial rights of NHCC.

Sec. 15 PERSONNEL FILES AND EVALUATIONS.

15-1 There shall be one (1) official personnel file kept for each employee which shall include all work evaluations. Additional personnel files for each employee may be kept, provided the employee is given written notice of the existence of each additional file and its location.

15-2 An employee shall be permitted to review all of the employee's personnel files and work evaluations by appointment provided that the employee dates and initials such material as evidence of the employee's examination.

15-3 The employee shall be given a copy of any material the employee requests from any of the employee's personnel files, including work evaluations and may

respond in writing to any items with which the employee disagrees. Such response shall become part of the employee's personnel files.

15-4 No derogatory material may be added to an employee's personnel files without written notice to the employee, and all such material shall be removed from the personnel files three (3) years after its insertion unless such information relates to a matter which, if proved in a court of competent jurisdiction, would constitute a crime.

15-5 For the purposes of this Section, derogatory material shall not include attendance records, employee evaluations, disciplinary arbitration awards, nor any disciplinary notices beyond a reprimand.

Sec. 16 OUT OF TITLE WORK.

a) In an actual emergency, declared only by the NHCC Chief Executive Officer, work which is determined by the Civil Service Commission to be "out-of-title" work, after the first ten (10) work days worked without any additional compensation, shall be the subject of an "award" of a money remedy to be made by NHCC. The measure of the award will be determined by computing the difference between an affected employee's pay in the employee's Civil Service title and the amount which would have been earned had the "out-of-title" work been a promotion. In no event shall an employee receive additional compensation during the first ten (10) days of "out-of-title" work.

b) Notwithstanding the foregoing, NHCC and the Union shall continue their existing practice of processing "out-of-title" grievances, as well as grievances under the Per Diem Nurses and Nurse Standby provisions of this Agreement, through the grievance mediation procedure of this Agreement. However, for purposes of stipulations between the NHCC and the Union, the Mediator shall act as an Arbitrator and shall "so order" such stipulations. Such stipulations shall be binding on both parties.

Sec. 17 HEALTH AND SAFETY.

17-1 NHCC agrees to endeavor to provide safety standards for the protection of employees' well-being, commensurate within this context, to provide and maintain safe and healthful working conditions and to initiate and maintain operating practices that will safeguard employees.

17-2 For reasons of health and safety of the employee, no employee shall be required to lift a body or person into or out of an ambulette, ambulance or invalid coach without assistance.

This shall in no way require NHCC to provide two (2) employees on any such vehicle.

Sec. 18 SHIFTS.

18-1 Each employee shall be entitled to at least twelve (12) hours off from work between shifts, except in case of emergency.

18-2 No employee shall be required to work a shift which differs from the employee's assigned shift, without two (2) weeks written notice prior to the change, except in case of emergency.

18-3 No employee shall have the employee's shift and/or work schedule changed as a form of discipline.

Sec. 19 GROOMING - PERSONAL APPEARANCE.

19-1 NHCC shall not make any unilateral rule or regulation which restricts any employee's right to choose personal wearing apparel or grooming style, except where such rule or regulation is necessary to protect the health or safety of employees, persons in their care or custody, or the public, or is directly related to the proper and efficient performance of the employee's assigned duties.

19-2 This section shall not restrict NHCC from requiring an employee to wear a prescribed uniform at work or from generally instructing employees to observe and conform to the accepted business standards of dress and deportment while on duty.

Sec. 20 EXAMINATION ANNOUNCEMENTS-POSTING COPY.

NHCC shall post examination announcements from the Civil Service Commission no later than two (2) days after receipt from the Civil Service Commission.

Sec.21 ELECTRONIC DEPOSIT

Employees shall have the option of direct deposit (electronic deposit) of all payroll and employment benefit checks into an employee's bank account, subject to established NHCC guidelines. NHCC will endeavor to provide Electronic Deposit to residential doctors subject to this arrangement being technically reasonable.

Sec. 22 UNION-MANAGEMENT COMMITTEE.

22-1 There shall be a Labor-Management Committee comprised of six (6) members: three (3) from NHCC, as designated by the Chief Executive Officer, and three (3) from the Union, as designated by the President.

22-2 The Committee shall meet on a regular basis not to be less than every three (3) months. Either party may require that the meetings be held on a monthly basis.

22-3 The Labor-Management Committee meetings shall be for the overall purpose of fostering good labor-management relations and shall include issues addressed in the collective bargaining agreement, and any issue related to the collective bargaining relationship between the parties, as well as any matter where the cooperation of one party could be to the aid and benefit of the other.

Sec. 23 CONTRACT GRIEVANCE PROCEDURES.

23-1 All employees have the right to present their grievances in accordance with the procedures described herein, with or without the assistance of a representative of the Union, and free from interference, coercion, restraint, discrimination, or reprisal. The Union shall have a right to have a representative present at each grievance step and to be notified of each decision. However, for grievances which first occur on or after January 1, 1995, no grievance shall be heard unless the employee has proceeded to Step 1 within four (4) calendar months after the occurrence of the event grieved or within four (4) calendar months after the employee should have known of its occurrence. However, the President may initiate a grievance at Step 3 within one (1) calendar year after the occurrence of the event grieved, provided it does not merely affect an individual.

23-1.1 Step 1. An employee who feels that the employee has been aggrieved may orally present the employee's grievance to the employee's immediate supervisor, not a member of the negotiating unit, who shall carefully consider the matter and, within five (5) days thereafter, make a determination and advise the employee and the Union of the decision.

23-1.2 Step 2. If the grievance is not satisfactorily adjusted at Step 1, an employee or the employee's Union representative may present the matter to the designated representative of the Human Resources Department within five (5) days after notification of the decision provided in Step 1, by filing with the Vice President for Human Resources, or his designated representative, a written notice of the specified grievance on the current official form provided for that purpose. Within fifteen (15) days after it is presented to him/her, the Vice President for Human Resources, or his designated representative, shall make a written determination and advise the employee and the Union of the decision.

23-1.3 Step 3. If the grievance is not satisfactorily adjusted at Step 2, an employee or the employee's Union representative may present the matter to the Vice President for Human Resources or his designated representative, within ten (10) days after the decision provided at Step 2, by filing a written notice of the specified grievance with such person; and may request that a representative of the Union present the matter on the employee's behalf. Upon receipt of such written notice, the Vice President of Human Resources or his designated representative shall, at his option, either make a summary written determination within thirty (30) days, or he may schedule a hearing within three (3) days, and within ten (10) days thereafter, shall make a written determination.

The Vice President for Human Resources or his designated representative shall in either event, advise the employee and the Union of the decision.

Both the employee and NHCC shall be entitled to no more than two (2) postponements each, of no more than ten (10) days each, of the time limits of this step. Default will be granted against the party requesting more than two (2) postponements.

23-1.4 Step 4. Within fifteen (15) days after notification of the decision reached at Step 3, an employee may proceed to an advisory appeal to Advisory Grievance

Arbitration, if the employee has the Union's consent to do so and pursuant to the following provisions:

NHCC and the Union shall mutually agree on ten (10) people to serve as a panel of arbitrators. The parties may expand and/or revise the aforementioned panel upon mutual consent. Otherwise, the ten arbitrators shall serve for the term of the Agreement, except that both NHCC and the Union may each remove one arbitrator over the life of the Agreement.

All of the arbitrators so selected shall be listed alphabetically except as otherwise provided in sub-part (3), below.

(2) Advisory grievance arbitrators shall be selected in alphabetical order. If the arbitrator selected advises the parties that the arbitrator is unable to hear the grievance within thirty (30) days from the date the arbitrator is notified of selection, the next arbitrator on the list shall be designated.

(3) Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

(4) Those selected as advisory grievance arbitrators under this Agreement, shall receive a fee of one thousand dollars (\$1,000) per day, to include all expenses, and to be borne equally by the parties.

(5) The advisory grievance arbitrator shall issue written findings of fact and recommendation for resolving the grievance to the parties within thirty (30) days after the hearing. The arbitrator shall make no binding determination with respect to the grievance.

23-1.5 Step 5. The NHCC Chief Executive Officer shall consider the Step 4 recommendation. If the NHCC Chief Executive Officer takes no action on a grievance within forty-five (45) days after receiving the recommendation of the Advisory Grievance Arbitrator, recommendations which were in favor of the aggrieved shall become binding on NHCC.

23-2 For the purpose of this Grievance Procedure:

(a) The parties agree that each shall exercise its best efforts to ensure the prompt scheduling and disposition of contract grievances;

(b) Failure by NHCC, at any step of the procedure provided herein, to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step;

(c) Failure by the employee or Union at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step;

(d) Unless there is no adequate remedy at law available, neither the Union nor the grievant will initiate any action in any court which is related to any matter which is within the definition of a grievance under this Agreement, until and unless such grievance has timely proceeded through each step hereinabove set forth, and has been finally determined at Step 5.

23-3 Conference and hearings held under the procedure provided herein shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present at such conferences or hearings. When such conferences or hearings are held during working hours, all individuals necessary for the conferences or hearings will be excused without loss of pay for the purpose of attending such conferences or hearings.

23-4 The parties shall establish procedures whereby a mutually-selected mediator shall meet on a monthly basis with a selected representative of the Union and NHCC for the purpose of discussing pending grievances and/or issues involving contract interpretation with a view towards the amicable resolution of same. The selected grievance mediator shall receive a fee of one thousand five hundred dollars per day, to include all expenses, which shall be borne equally by the parties.

Sec. 24 IMPASSE PROCEDURES.

24-1 The parties hereto wish to avail themselves of the right to agree to their own procedures as permitted under the law and, therefore, mutually agree upon the impasse procedures set forth herein. The parties agree to share the cost of any mediators or fact-finders, chosen by mutual agreement or coin toss, to aid in resolving any impasse that may arise in future negotiations.

24-2 An impasse shall not be deemed to exist merely because the parties fail to achieve an agreement sixty (60) days prior to the statutory or ordinance deadline. The parties hereby agree to continue with the negotiations into the sixty (60) day period before the statutory or ordinance deadlines. If one of the parties believes an impasse has occurred, it shall request the other to join in choosing a mediator by mutual agreement.

24-3 If the parties cannot agree on a mediator within two (2) days after such request, then, upon notification by either party, the PERB shall submit to the parties a list of seven (7) persons who are residents of Nassau County. The parties shall determine, by tossing of a coin, who shall have the right to remove the first name from such list and the parties shall alternately remove names from such list until one (1) name is left. This remaining person shall be the Mediator.

24-4 If the Mediator does not effect a settlement within ten (10) days of the Mediator's appointment, the dispute shall be submitted to a fact-finding board of three (3) members. One (1) member shall be chosen by NHCC, one (1) member by the Union and one (1) member by mutual agreement of the first two (2) fact-finders chosen. If the first two (2) cannot mutually agree upon the third fact-finder within three (3) days after their selection, then the PERB shall submit to these two (2) members a list of seven (7) qualified persons who are Nassau County residents, and the two (2) members shall, by the toss of a coin, determine who shall remove the first name from the list, and the parties shall alternately remove names from such list until one (1) name is left. Such last remaining named person shall be the third member and chairman of the Fact-Finding Board.

24-5 If the dispute is not resolved at least fifteen (15) days prior to the statutory or ordinance deadline, the Fact-Finding Board, acting by a majority of its members shall, before the third Monday in November, transmit its findings of fact and recommendations for resolving the dispute to NHCC Chief Executive Officer and to the Union President, and shall simultaneously make public such findings and recommendations.

24-6 The foregoing provisions may be changed by mutual agreement between the parties.

Sec. 25 SALARIES.

25-1 There shall be continued for all eligible annual-salaried employees, four (4) Graded Salary Plans, as follows:

PLAN A

The Graded Service Salary Plan which was in effect on or before June 30, 1967 for all eligible employees hired on or before June 30, 1967, also known as the "pre-Cresap Plan", which shall have seven (7) steps;

PLAN B

The Graded Service Salary Plan which became effective July 1, 1967 for all eligible employees hired on or before December 31, 1976, also known as the "Cresap Plan", which Graded Service Salary Plan shall have seven (7) steps;

PLAN M (formerly Plan C)

The Graded Service Salary Plan became effective January 1, 1983, for all eligible employees hired on or after January 1, 1977.

This new Graded Service Salary Plan M shall consist of 13 steps. Each of the first 2 steps shall have, except as otherwise herein provided, a six month duration.

PLAN M1

The Graded Service Salary Plan became effective January 11, 2002, for all employees hired on or after September 29, 1999 (except for employees whose position requires them to maintain a current New York State Registered Nurse license.)

This new Graded Service Salary Plan M1 shall consist of 13 steps. Each of the first 2 steps shall have, except as otherwise provided herein, a six month duration.

25-1.1 Except for Physicians (defined as unit members who possess (in any grade) the Nassau County Civil Service title of Physician, House Physician, Director of Oral Surgery, Dentist and Podiatrist), each grade and step of each Annual Graded Service Salary Plan, the salary of ungraded employees in the bargaining unit, and the hourly wage rate, including for part-time employees, but not any per diem employees (who will continue to be paid in accordance with CBA Section 13-1.4), will be increased as follows:

Effective January 1, 2010, 0%

Effective January 1, 2011, 0%

Effective January 1, 2012, 0%

Within 30 calendar days following the complete ratification and approval of the 2010-2015 Stipulation of Agreement, a one time off-the-schedule \$750 bonus for eligible full-time employees, other than physicians, and per diem employees, as defined by paragraph "7" of the 2010-2015 Stipulation of Agreement; one time off-the-schedule \$325 bonus for eligible part-time employees, other than physicians,

and per diem employees, as defined by paragraph "7" of the 2010-2015 Stipulation of Agreement.

Effective January 1, 2014, a one time off-the-schedule \$750 bonus for eligible full-time employees, other than physicians, and per diem employees, as defined by paragraph "7" of the 2010-2015 Stipulation of Agreement; one time off-the-schedule \$325 bonus for eligible part-time employees other than physicians, and per diem employees, as defined by paragraph "7" of the 2010-2015 Stipulation of Agreement

Effective January 1, 2015, 4%

Salary schedule (step) movement will continue pursuant to the provisions of the 2003-2009 Agreement.

25-1.2 Plans A and B

Within the salary range of Plan A and Plan B there are five (5) annual increments. The first of such annual increments takes effect on the January 1 following the commencement of service, and succeeding annual increments become effective on each ensuing January 1, all except as otherwise provided in Section 10 of this Agreement. A sixth increment is paid to any employee in Plan A who has served in the same grade or position for five (5) years after having attained Step 6 of the employee's salary grade, except as otherwise provided in Section 10 of this Agreement. This increment places the employee in Step 7.

A sixth increment is paid to any employee in Plan B who has served in the employee's grade or position for three (3) years after having attained Step 6 of the employee's salary grade, except as otherwise provided in Section 10 of this Agreement. This increment will place the employee in Step 7.

25-1.3 Plan M

A. For employees with an original date of employment on or after April 13, 1999:

1. Who are initially placed on step 1
 - a. such employee shall move to step 2 six months later; and
 - b. such employee shall move to step 3" six months thereafter; and
 - c. such employee shall move to subsequent steps annually thereafter on the anniversary of the employee's original date of employment.

B. For employees with an original date of employment prior to April 13, 1999:

1. such employee shall move to subsequent steps annually thereafter on January 1.

C. Notwithstanding the foregoing, upon approval of the NHCC Chief Executive Officer, a Department shall have the right to hire an employee at any step of Plan M. However, in such instances, incumbent employees in any Plan throughout

NHCC in the same job classification or title as such newly-hired employees, who are in a lower salary step shall be changed to the salary step at least as high as the newly hired employee's salary. In such instances the Union shall receive prompt notice.

25-1.4 Plan M1

A. For employees with an original date of employment on or after September 29, 1999:

1. ~~Who are initially placed on step 1~~
 - a. such employee shall move to step 2 six months later; and
 - b. such employee shall move to step 3 six months thereafter; and
 - c. such employee shall move to step 4 on the second anniversary of the original date of employment.
 - d. such employee shall move to subsequent steps annually thereafter on the anniversary of the employee's original date of employment.
2. Who are initially placed on step 2
 - a. such employee shall move to step 3 at the earlier of six months thereafter or the arrival of the anniversary of the employee's original date of employment; and
 - b. such employee shall move to the subsequent step on the second anniversary of the original date of employment.
 - c. such employee shall move to subsequent steps annually thereafter on the anniversary of the employee's original date of employment.
3. Who are initially placed on a step other than steps 1 or 2
 - a. such employee shall move to the subsequent step on the second anniversary of the original date of employment unless and until otherwise changed by the parties pursuant to Section 46-3 (formerly 49-7) or by agreement; and
 - b. such employee shall move to subsequent steps annually thereafter on the anniversary of the employee's original date of employment.

B. Employees assigned to the Graded Salary Plan M1 shall move to the Graded Salary Plan M upon the completion of five years from their original date of employment, in the Grade and Step they would have occupied had they been part of the Graded Salary Plan M from their original date of employment.

25-2 Permanent Employees

(a) A permanent employee in a position which has been re-classified and allocated to a new title and salary grade under Plan A, Plan B or Plan M or M1 shall be placed in a step in the new grade paying a salary at least as high as that

which the employee received in the employee's prior title, but in no case shall the employee be placed in a step higher than the increment step next higher than the salary received in the employee's prior title; and the employee shall thereafter receive an annual increment in the new grade until the employee reaches the maximum of the new grade.

(b) A permanent employee in a position whose salary is below the minimum of the new salary grade to which the employee's position has been allocated shall receive the minimum salary of the new grade.

(c) A permanent employee whose salary is above the maximum of the new salary grade of the employee's class or position shall continue to receive the same salary the employee is now paid and increments, but the employee shall not be deemed to be in a position of a higher salary grade. When the employee leaves the position, the new employee replacing the former employee shall be placed in the proper salary grade and step for the class or position. A permanent employee in a position which has not been reclassified shall continue in the employee's present position with the employee's present title and salary until the employee's position shall be classified and allocated to its appropriate salary grade under the classification plan.

25-3 Provisional Employees

(a) A provisional employee in a position which has been re-classified and allocated to a salary grade equal to or greater than the employee's present grade shall receive a salary computed in accordance with the provisions of Section 25-2(a); if allocated to a salary below the minimum of the new salary grade, the employee shall receive a salary computed in accordance with the provisions of Section 25-2(b).

(b) A provisional employee whose salary in Plan A, Plan B or Plan M or M1 is above the maximum of the new salary grade to which the employee's position has been allocated shall continue to receive the employee's present salary and increments as provided under the former plan until such time as an appropriate Civil Service List is established. Thereafter, if the provisional employee receives a probationary appointment from an eligible list to a permanent position in the same title or an equivalent title, the employee shall receive a salary within the new salary grade allocated to the title involved at least as high as that which the employee received as a provisional employee, but in no case shall the employee be placed in a step higher than the increment step next higher than the salary received as a provisional employee, and the employee shall thereafter receive the annual increments of the new grade until the employee reaches the maximum of the new grade, except that in no case shall the employee receive a salary exceeding the employee's last step of the proper grade for the permanent position involved. If such provisional employee does not receive a probationary appointment as stated above, then Subdivision 3 of Section 65 of the Civil Service Law shall apply.

25-4 When an employee changes to another position in the same salary grade, the employee shall remain at the same salary step that the employee was in before such change in position.

25-5 When an employee is either promoted or changed to a position in higher salary grade, the employee shall receive the salary closest to but not less than the salary the employee would have received in the employee's present grade on: a) for employees hired on or after 4/13/99, the next anniversary of the employee's original date of employment or b) for employees hired prior to 4/13/99, the January 1

following such change in position according to the applicable Graded Service Salary Plans; but c) if a promotion or a change to a position in a higher salary grade under the foregoing would result in less than a \$1,000 annual raise, then, effective 1/1/99, any employee promoted or changed to a position in a higher salary grade shall be placed on a step (in the new Grade) which will result in an annual salary increase of at least \$1,000.

25-6 When an employee has a change of position to a lower salary grade pursuant to Section 80 of the Civil Service Law, the employee shall receive the salary closest to but not higher than the salary the employee was receiving in the salary grade from which the employee was reduced.

25-7 When any employee is returned to a permanent position in a lower salary grade, the employee shall receive the salary in the salary step corresponding to the number of years of service the employee would have had in the position to which the employee is being returned as if the employee had never left such position.

25-8 LONGEVITY PAYMENT

(a) Unless discharged for cause, any employee who has attained the appropriate years or more of actual completed service (as defined in Section 2-15) by December 31 of a calendar year, shall receive the lump sum payment provided for in subparagraph (b) on or about the following March 31, except in cases of resignations or retirements (see (e) below).

(b) Longevity - For years of service completed by December 31, full-time employees shall receive a longevity payment as follows:

11th year	250
12th year	500
13th year	750
14th year	1000
15th year	1300
16th year	120 add'l per year

(c) Unless discharged for cause, any part-time employee who has attained fifteen (15) consecutive years of actual completed service (as defined in Section 2-15) by December 31 of a calendar year, shall receive a lump sum payment on or about the following March 31, except in cases of resignations or retirements (see (e) below).

(d) Longevity payments shall be made to part-time employees who have actually worked 700 or more hours during the preceding calendar year, and shall be credited as follows:

(1) Fifteen (15) years of service - Five hundred dollars (\$500.00).

(2) Fifty dollars (\$50.00) per year for each consecutive year in excess of fifteen (15) years.

(3) Commencing in 1997 (payment in 1998), fifty-five dollars (\$55.00) per year for each year of actual completed service in excess of fifteen (15) years.

(e) Employees who retire or resign and who have attained the appropriate years of actual completed service with NHCC shall receive the lump sum payment based on the number of years of completed service with such payment being made not later than sixty (60) days following termination of services. These

employees will not be required to remain on the payroll until December 31 of the calendar year as described in (a) and (b) above.

(f) Both supplemental leave at half pay and leave without pay are to be credited towards years of actual completed service for purposes of longevity only. There shall be no proration of longevity payments.

(g) Such lump sum payment shall not be included in basic salary for any contract purpose.

(h) For purposes of these lump sum payments, where an employee's employment is terminated by NHCC for other than misconduct, and said employee re-enters NHCC employment in the same, comparable or lower position within one (1) year, the lapse in employment shall not be deemed as a break in continuous service for the purpose of this section.

(i) An employee shall be deemed to have uninterrupted service for the purposes of longevity payments if the employee is placed within the jurisdiction of this Agreement, whose previous position was covered by Ordinance 543-95 as amended.

25-9 PHYSICIANS & DENTISTS

Attending physicians and dentists are compensated through the RVU program. Residents are compensated pursuant to Section 45-1. Any attending physician or dentist not eligible for the RVU program by April 1, 2005 shall, instead, receive the collective bargaining adjustment being paid to all other bargaining unit employees.

25-10 PROFIT SHARING

Effective at the close of the 2013 fiscal year, and at the close of each succeeding fiscal year, to the extent that a surplus of annual net operating revenues over annual net operating expenses, prior to other operating expenses, exists at the end of the fiscal year, as determined by NHCC's annual certified financial statements, NHCC will pay an annual one-time off-the-salary-schedule cash bonus to all unit members, other than Physicians, who were on the payroll throughout the period January 1 - December 31 of the applicable fiscal year. The total amount of the cash bonus pool will be equal to 50% of the surplus, not to exceed 1% of the total cost of the base salary (excluding the bonus) for those eligible for the bonus. In the event the bonus is paid in a particular year, eligible full-time unit members will all receive the same bonus amount. All other eligible unit members will receive 50% of the full-time bonus amount. The bonus will be paid by not later than 60 days following the acceptance of the certified financial statement by the NHCC's Board of Directors.

25-11 PERFORMANCE BONUSES

Effective at the close of the 2012 fiscal year (but by no later than May 31, 2013), and at the close of each succeeding fiscal year (but by no later than February 1), the NHCC may at its discretion create a fund of up to \$200,000 annually, to be utilized solely for the purpose of awarding performance bonuses to bargaining unit members. The allocation of bonus payments from this fund will be made by May 1, 2013, and March 1 of each succeeding fiscal year, retroactive to the previous fiscal year, and will necessitate a majority vote of a Committee consisting of three members

appointed by the NHCC's President and three members appointed by the CSEA Local 830 President.

Sec. 26 SHIFT DIFFERENTIAL.

A NHCC employee, at least one-half of whose shift is between 4:00 p.m. and 8:00 a.m. shall receive additional shift differential for each hour actually worked, regardless of whether such hours are between 4:00 p.m. and 8:00 a.m.

26-2.1 Shift differential shall be paid in accordance with the following schedule:

Group 1	\$2.79/hr.
Group 2	\$3.09/hr.

The applicable rates shall be increased by the same percentage as any general base wage increases negotiated.

Group 1 - shall consist of all employees not covered under Group 2.

Group 2 - shall consist of all employees whose regular/permanent shift requires that they report to work between the hours of 10:00 p.m. and 1:00 a.m.

26-2.2 Employees who are on authorized leave with pay shall likewise receive the additional shift differential, if such employees, by reason of their work schedule, would otherwise have worked during such hours for which the said shift differential would be paid.

Sec. 27 HOLIDAYS AND HOLIDAY PAY.

27-1 Subject to the provisions set forth below, employees, except those specifically excluded by other provisions of this Agreement, shall be compensated for twelve (12) holidays per year. The holiday dates of celebration shall be:

New Year's Day	January 1st
Martin Luther King, Jr.	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Friday following Thanksgiving
Christmas Day	December 25 th

In addition to the above named holidays, employees will be entitled to two (2) floating holidays during the year which shall be granted on Columbus Day (2nd Monday in October) and Election Day (1st Tuesday after 1st Monday in November) and are to be used within one year from the date they are granted.

Attending physicians and attending dentists will no longer lose a day's pay for not working on a holiday and will instead be paid a total of one regular scheduled work

day's pay for being on the payroll on each of the following holidays on the date set forth in section 27-1:

2012: Labor Day; Columbus Day; Thanksgiving Day; Christmas Day.

2013: New Year's Day; Martin Luther King, Jr. Day; President's Day; Labor Day; Columbus Day; Thanksgiving Day; Thanksgiving Friday; Christmas Day.

2014 and thereafter: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day; Thanksgiving Friday; Christmas Day.

27-2 In the discretion of the department head, employees may be required to work on holidays where the nature of the work necessitates it.

27-3 (a) Except as provided below, when one of the named holidays set forth above falls on a day which is not an employee's regularly scheduled work day, and the employee does not work on such holiday, the employee shall receive a compensatory day to be taken within one year after the holiday in question. Such compensatory day shall be granted in the same manner as vacation time.

(b) When one of the named holidays set forth above falls on a Saturday or Sunday, which is not an employee's regularly scheduled work day, the NHCC Chief Executive Officer may, at his or her option, designate the Friday preceding or Monday following such holiday as that employee's compensatory day off.

(c) In the absence of the designation of a compensatory day off by the NHCC Chief Executive Officer, and where the employee does not work on the holiday, the employee shall receive a compensatory day to be taken within one year after the holiday in question. Such compensatory day shall be granted in the same manner as vacation time.

27-4 When one of the named holidays falls on an employee's regularly scheduled workday and said employee is not scheduled to work and does not work, the employee shall receive no compensation other than the employee's regular week's pay.

27-5 When one of the named holidays falls on an employee's regularly scheduled workday, and said employee does work, said employee shall receive (in addition to the employee's normal week's pay) the overtime rate for all hours actually worked (not subject to the cash overtime limit) with a minimum of four (4) hours to be credited as time worked.

27-6 When one of the named holidays above falls on a day which is not a regularly scheduled workday, and said employee is scheduled to work and does actually work, the employee shall receive twice the overtime rate for all hours actually worked, with a minimum of four (4) hours credited as time worked. Any employee receiving holiday premium pay pursuant to this section shall not receive any other compensation including a holiday compensatory day.

27-7 On a named holiday, for all hours worked in addition to one (1) complete shift, the employee shall be paid at twice the straight time rate for the additional time worked if less than or equal to four (4) hours, and twice the overtime rate, as

defined in Sections 28-1.3 and 28-1.4, if the additional time worked is more than four (4) hours.

27-8 An employee who is absent from work on the employee's scheduled work day immediately before or after a named holiday shall not receive pay for such holiday unless the absence is pre-authorized or is due to the employee's illness. The foregoing provision shall not affect the pay an employee receives if the employee actually works on an observed holiday.

27-9 The benefits provided in each of the aforementioned paragraphs shall be the exclusive method of compensating employees for working on a named holiday. Even where such work is also overtime, employees shall receive only the benefits provided herein. Notwithstanding the foregoing, employees shall be entitled to shift differential, mileage and meal money where applicable on a holiday.

27-10 For the purposes of this section, a "regularly scheduled workday" is a day which, if it were not a holiday, would have been a part of the employee's regular work schedule.

27-11 An employee eligible for holiday premium pay compensation pursuant to this section may elect to be paid in cash at the applicable rate or in compensatory time at the applicable rate. Such compensatory time may thereafter be converted to cash by notifying the employee's department by June 15th of a year for payment in January of the following year. If the compensatory time has not been paid out in cash or used by the employee prior to separation from service, same shall be paid out in cash as part of termination pay and subject to installment payment rules as prescribed in section 42-10.1 Payment shall be made at the rate in effect at the time of payment. Payment of Holiday compensatory time is not subject to overtime cap of section 28-2.1.

Sec. 28 OVERTIME.

28-1.1 All time worked in excess of an employee's basic work week is overtime. Time worked in excess of an employee's basic work week and up to forty (40) hours per week shall be paid at the straight time rate. Time worked over forty (40) hours per week shall be paid at the applicable overtime rate. Sick leave shall not be considered "time worked" for purposes of this forty (40) hour standard.

(a) Any employee who is directed by an authorized supervisor to engage in work, and who reports to work at a time which is not contiguous to the beginning or ending of the employee's normal work day or tour-of-duty, shall be guaranteed a minimum of four (4) hours pay at the applicable straight time or overtime rate.

(b) If the direction to work, as referred to in (a) above is canceled by notifying the employee more than twelve (12) hours before the designated reporting time, then the employee shall receive no compensation.

(c) Notice to an employee under this sub-section may be to the employee personally or to an individual at the employee's known residence.

(d) An employee may, at the employee's discretion, except in an emergency, take a maximum of one (1) hour off-duty in a no-pay status between

the end of the employee's regular shift and the start of such work without this being deemed a break in the contiguous nature of such hours.

28-1.2 The basic work week of an employee shall be the number of hours presently being worked, but in no event shall it be less than thirty-three and three quarter (33¾) hours per week. With the approval of the NHCC Chief Executive, an employee's basic work week may be reduced, but never raised. Authorized leave with pay, except for sick leave," shall be credited as hours actually worked.

28-1.3 Employees on an annual salary shall earn overtime at a rate per hour computed by dividing their base annual salary by twelve hundred (1200), rates to be rounded to the nearest penny.

28-1.4 Employees on an hourly salary shall earn overtime at the rate of one and one-half (1-1/2) times such hourly rate, rates to be rounded to the nearest penny.

28-2.1 Cash overtime shall not be granted to employees who have a base annual salary of more than the salary of the last step of Grade 15 of the employee's applicable Graded Salary Plan.

However, the cash overtime limit may be waived by the department head with the approval of NHCC's Chief Executive Officer.

28-2.2 An employee who is eligible for cash overtime as set forth above, may elect to be paid in cash at the applicable rate or in compensatory time at time and one-half.

An employee who elects compensatory time pursuant to this section may convert said compensatory time to cash by notifying the employee's department by June 15th of a year for payment in January of the following year. If the compensatory time has not been paid out in cash or used by the employee prior to separation from service, same shall be paid out in cash as part of termination pay and subject to installment payment rules as prescribed in section 42-10.1. Payment shall be made at the rate in effect at the time of payment. Compensatory time earned in lieu of cash for overtime worked by virtue of section 28-2.3 may not be cashed out pursuant to this section.

28-2.3 An employee who is NOT eligible for cash overtime as set forth above, shall receive compensatory time at time and one-half in lieu of cash.

28-2.4 Regardless of the cash overtime limits established in Section 28-2.1, all employees assigned to the Department of Public Works who are ordered to assist in snow removal activities or other DPW weather related incidents may elect to be paid cash overtime for such activities.

28-3 Additional differential compensation shall not be considered in computing overtime compensation, but shall be paid after such computation is made.

28-4.1 Overtime shall not be paid to any employee unless the direction to work such overtime was given by a supervisor of such employee.

28-4.2 Insofar as practicable, there shall be equal distribution of overtime among employees in a department who have the same job titles.

Sec. 29A STANDBY.

29A-1 Standby is time that an employee is not actually on duty but is continuously available to report to duty within one hour of receiving notification, and the employee is required to insure the employee's availability by advising the employee's supervisors of a place where the employee may be so notified. For purposes of standby, no employee shall be required to stay at home.

29A-2 An employee who is ordered to be on standby shall be paid one (1) hour for every eight (8) hours the employee actually remains on standby. Compensation for standby time shall be pro-rated but not less than one-half (1/2) hour for each continuous period of standby.

Sec. 29B NURSE SCHEDULING

29B-1 NHCC and CSEA agree that mandatory overtime and standby for regular full-time nurses should be avoided to alleviate overwork and undue disruption to their work schedule. To that end, NHCC agrees that nursing assignments at NUMC and the health care clinics shall be made on a rolling, six week schedule in the following order, to the extent practicable, in order to avoid the unnecessary assignment of mandatory standby and overtime.

- a. First, by scheduling regular full-time and part-time nurses for their shifts,
- b. Second, by scheduling per diem nurses in accordance with Section 13,
- c. Third, by full-time and part-time nurses volunteering for overtime,
- d. Fourth, by utilizing per diem nurses on standby, if available, after NHCC establishes a per diem standby pool,
- e. Fifth, by full-time nurses volunteering for standby,
- f. Sixth, by mandating full time nurses for standby, and
- g. Seventh, by mandating full-time nurses for overtime.

29B-2 NHCC shall establish a voluntary overtime and voluntary standby sign up system and maintain voluntary overtime and standby lists as part of the scheduling process. Initially, preference in selection for such assignments shall be made by seniority. Each nursing unit shall establish a rotating list of nurses in that unit for the assignment of voluntary overtime and standby. Once a nurse exercises seniority to obtain a voluntary overtime or standby assignment, the nurse shall go to the bottom of the list. NHCC shall continue to have sole responsibility for staffing requirements and shall solely determine the need for voluntary overtime and standby sign up.

29B-3 Nurses who volunteer and are utilized for standby or overtime five (5) or more times in a calendar month shall not be mandated for overtime or standby in that month unless in an emergency; i.e., unforeseen or unexpected circumstances.

29B-4 Nurses on standby shall be required to be available for two hours before and after the start of the shift (a total of four hours) for which they are on standby. Nurses shall not be required to be on standby for more than four hours for any shift.

29B-5 Nurses may volunteer for overtime or standby in units other than those to which they are regularly assigned, provided they possess the proper training, certifications and experience to work in the unit. Nurses in a unit shall be given priority in voluntary overtime and standby assignments for that unit over nurses volunteering for such assignments from another unit.

~~29B-6 Nurses on their regular shift shall not be displaced from their unit and moved to another unit by a nurse called in from standby unless the nurse called in does not possess the requisite qualifications or experience to work in the other unit while the nurse on his/her regular shift does.~~

29B-7 Nurses shall receive one hour's pay for every four hours they are on standby.

29B-8 Employees covered by this section shall not be covered by Section 29A.

Sec. 29C WEEKEND WORK

NHCC will explore the issue of personnel at A. Holly Patterson Extended Care Facility being required to "make up" weekend work when such weekends were missed as a result of scheduled vacations.

Sec. 30 PAGERS/BEEPERS.

Full-time employees required to carry pagers/beepers at any time during scheduled non-working hours in any calendar week shall be entitled to receive additional compensation of ten dollars (\$10) for each such calendar week.

Sec. 31 MEAL MONEY.

31-1 Any employee who actually works the employee's complete regular daily work schedule shall receive meal money in accordance with the following:

31-2 An employee who works the employee's entire workday, and works an additional two (2) hours or more (either two hours immediately before, or two hours immediately after, but not combining time worked before and after) shall receive a meal stipend in the amount of fifteen dollars (\$15.00) unless a meal is provided by NHCC which shall consist of a main course, two (2) side orders, dessert and a beverage.

Sec. 32 SUB-CONTRACTING.

32-1 NHCC shall make good faith efforts to avoid the unnecessary assignment of CSEA unit work to persons not in the CSEA unit.

32-2 A committee comprised of representatives from the NHCC Human Resources Department, the NHCC Chief Executive Officer, and CSEA (totaling 3) shall

meet not less than once per month to discuss current and proposed contracts between contractors and NHCC, which contracts relate to work which has "historically and exclusively" been performed by bargaining unit members.

- 32-3 Before assigning CSEA unit work to persons not in the CSEA unit:
- (a) NHCC shall provide notice to CSEA stating NHCC's needs; and
 - (b) CSEA may, within ten (10) days thereafter, propose alternatives to satisfy NHCC's needs; and
 - (c) If CSEA proposes alternatives, NHCC and CSEA shall meet and confer with respect to CSEA's proposals.

32-4 The Union shall receive monthly copies of such items relating to sub-contracting as are requested by the Union and which are available as a matter of public information.

32-5 ~~The Union shall be provided copies of all future contracts between contractors and NHCC relative to work now being done by negotiating unit personnel.~~

32-6 NHCC agrees it will not lay off unit employees as a direct result of a transfer of unit work.

32-7 The parties acknowledge the Settlement Agreement relating to certain subcontracting claims which arose prior to 7/15/98, a copy of which was annexed as Exhibit A to the Mediator's Proposal dated December, 1998.

Sec. 33 MILEAGE ALLOWANCE.

33-1.0 Employees shall receive a mileage allowance in an amount equal to the prevailing IRS rate.

33-1.1 An employee shall not receive a mileage allowance incurred in reporting to the employee's home office for a shift or any part thereof or time worked in excess of such shift, but shall receive reimbursement for mileage incurred while traveling from the employee's home office on NHCC business in accordance with the mileage distance determined by the NHCC Chief Financial Officer for such travel.

33-1.2 An employee who works in the field and does not report to the employee's home office shall receive reimbursement for traveling on NHCC business on the employee's first and last call which is in excess of the mileage that would have been incurred by the employee in reporting to the employee's home office from the employee's house. All other calls shall be paid on the basis of actual mileage incurred.

33-1.3 An employee who is temporarily assigned away from the employee's home office shall receive reimbursement for mileage incurred in getting to the employee's temporary assignment that is in excess of the mileage the employee would have incurred had the employee reported to the employee's home office. An employee is not on temporary assignment if the employee is reporting to a work location for more than ten (10) consecutive working days.

33-1.4 Notwithstanding the foregoing, an employee who is recalled shall receive a mileage allowance for the mileage incurred from the employee's home to the

employee's working location and the return trip from the working location to the employee's home.

Sec. 34 UNIFORM ALLOWANCE.

34-1 NHCC shall pay annual uniform allowances to the employees who are required by NHCC to wear uniforms.

34-2 NHCC shall have the right to actually supply and maintain uniforms necessary to perform the employee's work in lieu of any payment provided.

34-3 If the employee is not required to wear a uniform by the employee's department, the employee is not entitled to uniform allowance payments. The regulation of clothing color shall not constitute a uniform.

Full-Time Uniform Allowance:

34-4 Full-time employees of NHCC and those paid from NHCC funds shall receive an annual uniform allowance of five hundred (\$500.00) dollars. Effective 1/1/2000 and thereafter, the applicable rate shall be increased by the same percentage as any general base wage increase negotiated by the parties. Such additional compensation shall be pro-rated bi-weekly in lieu of being provided the required uniforms.

34-5 Payments provided shall be paid at least twice a year in accordance with procedures issued by NHCC.

Part-Time Uniform Allowance:

34-6 Where a full-time employee would receive an annual uniform allowance, a part-time employee shall receive a twenty-four (.24\$) cent per hour allowance.

34-7 All outdoor personnel will be issued foul weather gear by the department.

34-8 If uniforms are not supplied by NHCC, then NHCC shall not furnish maintenance of any required uniform.

34-9 Where NHCC has supplied uniforms to employees and plans to discontinue such provision and require purchase of same by an employee, it shall give sixty (60) days' notice in writing to the Union and will negotiate the proper uniform allowance to be provided.

Sec. 35 DAMAGES TO EQUIPMENT OR PERSONAL PROPERTY.

35-1 An employee whose job duties regularly require contact with the public, those incarcerated, patients at a health agency, residents or inmates, shall be reimbursed by NHCC for the damage or loss of any equipment or personal property which occurs while the employee is in the performance of the employee's job, except when said damage or loss is proved to have occurred as a direct result of the employee's intentional acts or gross negligence. Such reimbursement shall be made in the following manner:

35-2.1 In no event shall NHCC be liable for more than one hundred fifty dollars (\$150) for any one incident wherein damage or loss is claimed.

35-2.2 An employee shall be required to report any such damage or loss within thirty (30) days of the date of the incident.

35-2.3 An employee shall be compensated for the replacement cost of a personal item or items damaged beyond repair or for the cost to repair a damaged personal item or items, provided the loss or damage is caused without the employee's gross negligence or intentional act and is incurred while the employee is on duty or actually conducting business.

35-2.4 If an item is replaced, depreciation shall be deducted from the replacement cost of such item.

35-2.5 The personal items covered by the provisions of this section shall be limited to clothing, equipment and other items which are actually being worn or used at the time the loss or damage is incurred, or, a personal vehicle used in the course of the employee's employment, when a NHCC-owned vehicle is not provided and when such personal vehicle is parked at or in close proximity to a work site other than the employee's home office, and the damage or loss is caused by criminal mischief or vandalism to such vehicle. For purposes of this section, a work site becomes an employee's home office when the employee is assigned to that site for more than ten (10) consecutive working days.

35-2.6 An employee seeking to collect under this section must prove to the satisfaction of the NHCC Chief Financial Officer that said damage or loss was actually incurred. When a claim is submitted under this section, it must be accompanied by a sworn statement that said claim was incurred pursuant to Section 35-1 together with additional information as may be required by the NHCC Chief Financial Officer.

35-3 Equipment Reimbursement. For employees who do not receive an equipment allowance, NHCC shall reimburse all AMTs, AMT Supervisors, and AMT Coordinators for all equipment required by their department. This shall not be construed as to prohibit the reimbursement for equipment heretofore reimbursed.

Sec. 36 TUITION REIMBURSEMENT.

36-1 Any employee whose department head requires the employee to attend a course/seminar, related to the furtherance of the employee's proficiency as a NHCC employee in the employee's position of employment, shall be reimbursed for the tuition and required course material upon presentation of proof of successful completion of such course.

36-2 A regular, full-time employee who has been employed a minimum of one (1) year will be reimbursed tuition as follows and under the following conditions:

(a) The employee may enroll only in such courses which meet the following requirements:

(i) The courses are job related; that is, they will tend to improve the employee's job performance;

(ii) The courses will help prepare the employee for future assignments with NHCC for which the employee might reasonably be expected to qualify; and

(iii) The courses are part of a curriculum leading to a degree, certification or course of continuing education which is job related.

(b) Prior to enrolling in the course, the employee must obtain, fill out and submit an application form to the Human Resources Department. The employee must obtain the approval of his/her immediate supervisor and department head. Final approval will be determined by the Human Resources Department which approval shall not be unreasonably denied.

(c) Employees will only be reimbursed for tuition fees. They will not be reimbursed for the costs of fees, textbooks, materials, transportation or the like.

(d) Reimbursement will be made following completion of a course as follows:

(i) Fifty (50%) per cent of the tuition for courses in which the employee has achieved a grade of "C" or better;

(ii) Seventy-Five (75%) per cent of the tuition in courses in which an employee has received a grade of "B" or better.

(iii) There shall be no reimbursement of tuition for any courses in which an employee has received a grade below "C."

(e) Employees will be reimbursed up to a maximum of fourteen (14) undergraduate or graduate credits per year or their equivalent. The rate of tuition reimbursed will not exceed the rate of the tuition offered by educational institutions within Nassau County offering comparable courses.

Sec. 37 HEALTH, DENTAL AND OPTICAL PLANS.

A. Health

37-1.1 NHCC is presently a participating agency under the Government Employees Health Insurance Program available under Article XI of the Civil Service Law. For bargaining unit members employed at NHCC before February 11, 2005, NHCC shall continue to pay the full cost of the premium for enrollment for its active and retiring employees of the negotiating unit pursuant to the law and regulations now in force or as hereafter amended. Employees hired on or after February 11, 2005, shall contribute fifteen (15%) percent of the cost of their health insurance premium during the first five years of their employment. Thereafter, NHCC will pay the full cost of the Government Employees Health Insurance Program premium for enrollment for such employees of the negotiating unit pursuant to the law and regulations now in force or as hereafter amended. Employees hired on or after the date upon which the NHCC implements a change in health insurance provider(s) for all bargaining unit members pursuant to CBA Section 37-1.3 (and not before that time) will contribute toward the cost of their health insurance premiums as follows, unless they exercise their option to enroll in a new health insurance plan described in Paragraph "12" of the 2010-2015 Stipulation of Agreement: 0-5 actual completed years of service: 22%; 6-10 completed years of service: 18%; 11-15 actual completed years of

service: 12%; 16 and more actual completed years of service: 10%. The initial not more than 2% contribution in each year by employees hired on or after the date upon which the 2010-2015 Agreement is fully ratified and approved, towards the cost of their health insurance premiums may be directed by the NHCC, at its discretion, to a Retiree Health Benefit Fund which will be established to defray the cost to the NHCC of providing employees' Other Post-Employment Benefits (OPEB).

Paragraph "11" of the 2010-2015 Stipulation of Agreement will not go into effect until the new insurance plan referenced in this Paragraph is implemented. The NHCC will implement the Plan by December 31, 2015 or else the parties will revert to their rights as set forth in CBA Section 37-1.3. In the event that the CSEA takes legal action to halt the implementation of the Plan by on or before December 31, 2015, then this deadline will be deemed to be null and void. The new insurance plan will include an option ("the NuHealth Plan") for employees to voluntarily receive health care services through a NuHealth-sponsored provider network. Employees who choose to participate in the NuHealth Plan will not have to contribute toward the cost of their health insurance premiums regardless of their date of hire. The terms and conditions of the new health insurance plan will be pursuant to a separate Side Letter between the parties that will be executed at the same time as the 2010-2015 Stipulation of Agreement.

37-1.2 Both the Union and NHCC shall notify the other party if they learn of impending increases in the cost of health insurance.

37-1.3 NHCC has the right to change health insurance providers so long as there is no decrease in benefit levels. Before making such change, NHCC shall notify and accept comments from the Union.

37-1.4 NHCC shall make payments on behalf of a retiring employee. To receive said coverage, the retiring employee must attest on a yearly basis to the retiree's current status and shall complete such other forms as any insurance provider and/or NHCC and/or State may require.

37-1.5 This section is subject to all applicable State Regulations and statutes.

37-1.6 If a National Health Insurance Plan is enacted and mandated by the Federal Government to cover members of the negotiating unit or if said plan is optional and adopted by NHCC, then members of the negotiating unit shall receive said benefits; however, if said benefits are less than benefits previously received under this Agreement by members of the negotiating unit, NHCC shall furnish additional benefits comparable to those omitted in the Federal Plan that were previously enjoyed under this Agreement, at no additional cost.

37-1.7 (a) New employees shall have the health insurance benefits as provided above effective after six (6) months of actual completed service.

(b) All employees who terminate their employment for reasons other than retirement shall have health insurance benefits discontinued as of the last day of the month following the month of such termination (see Section 37-6).

(c) In no event shall NHCC be liable for any obligation not available under the Government Employees Health Insurance Plan.

B. Health Maintenance Organizations (HMOs).

37-1.8 Vesting for Retirement Benefits. For all employees hired on or after the date upon which the 2010-2015 Stipulation of Agreement is fully ratified and approved, in order to be eligible for fully premium paid health insurance benefits in retirement, an employee must have completed 20 years of actual service to the NHCC.

37-2 Except upon mutual consent, the only HMO's which shall be offered or made available during the life of this Agreement, shall be HealthFirst, the HIP Choice HMO, the Empire Blue Cross/Blue Shield Healthnet HMO, Choice Care HMO, and Aetna US Healthcare HMO. NHCC shall contribute towards the cost of any of the aforementioned HMO's up to the same amount as would be contributed under the most expensive benefit plan otherwise available to an employee under this Agreement.

C. Health Insurance Buyback Program.

37-3.1 All eligible employees enrolled under NHCC's health insurance program may voluntarily participate in the Health Insurance Buyback Program. Effective February 11, 2005, if a wife and husband, or domestic partners, are both employed by NHCC and eligible for health insurance, and elect family coverage, only one of them shall be the carrier, and the other shall be required to participate in the Health Insurance Buyback Program. An employee or retiree eligible for health insurance coverage, and who is subject to this provision, shall be entitled to immediate dependent survivor coverage. There will be no loss of coverage for any employee, retiree or dependent as a result of this paragraph.

37-3.2 Each employee desiring to participate in this program shall obtain an application form and a New York State "Declination of Health Insurance" form PS-403 from the Union. Said forms shall be completed and returned to the Union. Said application shall include a signed and notarized affidavit stating that the employee has insurance coverage other than that provided by NHCC, and proof of such insurance coverage shall be attached.

37-3.3 When the employee has complied with the provisions of Section 37-3.2 the Union shall forward the application, along with the required documentation, to the NHCC Human Resources Department for processing. Upon receipt of application and declination forms, the NHCC Human Resources Department will then process cancellations on transaction form #PS-501.3.

37-3.4 The disenrollment period shall start on the first day of the second month after return of the completed transaction form #PS-501.3 to the NHCC Human Resources Department.

37-3.5 An employee who voluntarily disenrolls from the health insurance coverage shall be entitled to one-twelfth (1/12) of the annual buyback amount for each month of non-coverage within each calendar year as follows:

- (a) The \$2,000 annual buyback amount for disenrollment from the family plan, or;
- (b) \$500 annual buyback amount for disenrollment from the individual plan.

37-3.6 Payments will be made in arrears semi-annually on or about June 1, and December 1 of each year.

37-3.7 An employee shall be entitled to re-enroll in NHCC's health insurance program by making application through the employee's respective Department in accordance with the rules and regulations of the New York State Government Employees Health Insurance Program. The re-enrollment period shall start no earlier than the first day of the third month after return of the completed transaction form #PS-501.3 to the NHCC Human Resources Department.

37-3.8 An employee who re-enrolls in NHCC's health insurance program after having participated in the buyback program may not participate in the buyback program again for a minimum period of one year.

37-3.9 In accordance with the regulations of the New York State Government Employees Health Insurance Program, an employee with at least five (5) years of service with NHCC who would ordinarily be entitled to continue the employee's health insurance coverage into retirement may not do so if the employee is disenrolled from the program on the date of the employee's retirement.

D. Dental.

37-4.1 All eligible employees must complete a two (2) month waiting period after commencement of their original employment before receiving the benefits of the Dental Plan.

37-4.2 NHCC shall pay up to, but no more than the amount shown below, for eligible employees, for the period indicated, towards a dental plan: \$525.00

37-4.3 Nothing herein shall be construed to confer any obligation by NHCC to pay premiums for any dental plan for any retired or retiring employees, or for more than one NHCC employee per covered family.

37-4.4 NHCC has the right to change dental insurance providers so long as there is no decrease in benefit levels. Before making such change, NHCC shall notify and accept comments from the Union.

37-4.5 NHCC's Chief Executive Officer shall appoint a Committee of Management and Union representatives for the purpose of providing input in the preparation of requests for proposals for a Dental Plan.

37-4.6 In the event that another bargaining unit of NHCC employees receives more, or additional, dental benefits in 1996 or 1997, the CSEA shall be permitted to re-open negotiations with respect to such dental coverage.

37-4.7 Effective upon ratification of this Agreement (1/1/03-12/31/09), NHCC shall issue a Request for Proposal to solicit a new dental plan as soon as is practicable. Any new plan shall not diminish the current level of benefits.

E. Optical.

37-5.1 All eligible employees must complete a two (2) month waiting period after commencement of their original employment before receiving the benefits of the aforesaid optical plan.

37-5.2 NHCC shall pay up to, but not more than one hundred, fifteen (\$115.00) dollars towards an optical plan for all eligible full-time employees in the CSEA negotiating unit and for all employees retiring from the CSEA negotiating unit on or after January 1, 1999. The optical plan provision for such retiring employees shall be sunset on December 31, 2002 unless otherwise negotiated by the parties.

37-5.3 Nothing herein shall be construed to confer any obligation by NHCC to pay premiums for any optical plan for any employee who retired prior to January 1, 1999, or for more than one negotiating unit employee or retiree per covered family.

37-5.4 NHCC reserves the right, at any time, to change optical plan providers so long as there is no decrease in the benefit levels. Before making such change, NHCC shall notify and accept comments from the Union.

37-5.5 In the event that another bargaining unit of NHCC employees receives more, or additional, optical benefits in 1996 or 1997, the CSEA shall be permitted to reopen negotiations with respect to such optical coverage.

F. COBRA.

37-6 To the extent required by law, the various features of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) are available to affected employees, spouses, former spouses and/or their dependents as the same are defined in the Act and implementing regulations. Affected employees, spouses, former spouses and/or their dependents are entitled to continue group health, dental and optical insurance coverage upon payment of the premiums for such coverage and the maximum administrative cost in accordance with the terms and provisions of COBRA and implementing regulations.

Sec. 38 UNEMPLOYMENT INSURANCE.

NHCC shall continue to provide employees with New York State unemployment insurance coverage.

Sec. 39 WORKERS' COMPENSATION.

39-1 When NHCC receives a credit relating to a Workers' Compensation award for either a pro-rata or full amount of the compensation paid to the employee, or former employee, covering such employee's period of disability, the employee, or former employee, shall be reccredited with leave in proportion to the amount credited to NHCC. Leave reccredited to a former employee after the employee's termination shall be subject to the provisions of this Agreement concerning accumulated vacation time and sick leave for termination purposes.

39-2 In the case of injury to an employee resulting from the direct actions of another individual for which Workers' Compensation benefits are paid, the employee shall receive full pay for a maximum of six (6) months commencing on the eleventh day from the date of such injury. The foregoing provision shall not apply in the case of an injury caused by another NHCC employee or an authorized passenger who is not a NHCC employee or if the injury is caused by an automobile while the injured employee was a pedestrian.

39-3 Any employee who is both away from work and is receiving any Workers' Compensation benefits by virtue of employment with NHCC, shall receive paid coverage under the health, dental and optical benefit plans currently in effect, provided, however, that such benefits shall be maintained only for a period of one (1) year after the Workers' Compensation benefits have commenced. Such benefits shall be at NHCC expense, and only on behalf of eligible employees. No duplication of such benefits shall occur.

39-4 Employees on Workers' Compensation for a period up to and including one (1) year from the time compensation benefits commenced shall not suffer any loss of seniority for purposes of layoffs or purposes of increments.

39-5.1 In addition to the foregoing, employees shall receive additional leave for all days that such individuals are unable to work because of an injury inflicted directly upon them by a prisoner, including a detainee, provided that said prisoner/detainee-inflicted injury was the sole cause of the inability of such employee to perform the employee's duty as an employee of NHCC.

39-5.2 An employee claiming such additional leave shall be required to furnish whatever proof may be requested by the department head and shall submit to a physical examination by any physician selected by NHCC in order to verify said injury and the actual cause thereof.

39-6 AUTHORIZED LEAVE - AMTs AT NHCC

39-6.1 Definition. Ambulance Medical Technicians (hereinafter AMT's) means those employees who hold a position which has been classified as Ambulance Driver, Ambulance Medical Technician or Ambulance Medical Technician Supervisor.

(a) Any absence due to injuries received in the performance of duty shall be with full pay and will not be deducted from sick leave entitlements.

(b) Such injury must be reported to the NHCC Chief Executive Officer within ninety-six (96) hours after the injury was sustained without any negligence on the AMT's part contributing thereto.

(c) An employee claiming such additional leave shall comply with the provisions set forth in sub-section 39-5.2, above.

Sec. 40 RETIREMENT.

40-1 NHCC, having previously elected the retirement plan which is provided in Section 75-g of the Retirement and Social Security Law (the so-named "25 year - Age 55 Half-Pay Plan"), shall elect the additional benefits of the "Improved Career Retirement Plan" provided in Section 75-i of the Retirement and Social Security Law

in place and instead of Section 75-g for those employees of NHCC who are employed by NHCC on or before June 30, 1973, to be effective beginning January 1, 1974.

40-2 Employees of NHCC who commenced employment on or after July 1, 1973 shall not receive the benefits provided by Sections 75-g or 75-i of the Retirement and Social Security Law. As provided in Article 11 of Chapter 382 of the Laws of 1973, all and any employees of NHCC who were not employees prior to July 1, 1973, and who commenced employment on or after July 1, 1973, and who join or rejoin the New York State Employee Retirement System, shall be afforded the opportunity to join the retirement plan provided for in Article 11 of such law, subject to all limitations and options either contained in said law or which may be enacted under the Laws of New York State or the Laws of the United States.

40-3 As presently provided by State Law, employees of NHCC who commenced employment on or after July 1, 1976, shall not receive the benefits as hereinabove set forth, but shall receive such benefits as are presently provided for under laws enacted by the New York State Legislature. However, in the event that the New York State Legislature enacts legislation which provides optional improvements in benefits, NHCC and the Union shall meet to negotiate with regard to such improvements.

40-4 NHCC shall pay the full cost of the benefit provided under Section 41-j of the New York State Retirement and Social Security Law.

Sec. 41 DEATH BENEFITS.

41-1 Ordinary Death Benefits are provided by New York State pursuant to the New York State Retirement and Social Security Law and are based upon the employee's membership and tier status in the New York State Employees' Retirement System.

41-2 Accidental Injury/Death Payment. For death due to an accidental injury while on the job, the estate of an employee shall receive the sum of ten thousand (\$10,000) dollars in addition to other normally due entitlements. However, if the employee has filed a designation of beneficiary with contingent beneficiary for the New York State Retirement System, such sum shall be paid to the proper beneficiary named therein.

41-3 Compensatory Time - Payment to Estate Upon Death. The estate of a deceased employee shall be paid in cash, at the daily rate of pay for such employee, for all compensatory time earned and accumulated prior to the date of such employee's death, less any time owed to NHCC. This provision assumes that compensatory time has been credited at time and one-half when entered into the employee's time and leave records.

41-4.1 Survivor's Health Insurance - Firefighters

(a) NHCC shall pay the full cost of NHCC's health program insurance premiums for the eligible spouse and/or eligible dependents of any NHCC employee who is a volunteer firefighter and/or exempt firefighter who dies while in active NHCC service.

(b) The surviving spouse and/or dependents shall be required to submit any information so ordered by NHCC at any time, to determine their eligibility and/or continuance in such program. No spouse shall be eligible to receive this benefit from NHCC for the employee's health insurance premiums if the employee is within the coverage of any similar plan held by some other individual or company and the person can voluntarily withdraw the employee's inclusion in a NHCC plan.

41-4.2 NHCC shall pay the full cost of NHCC's health programs' insurance premiums for the eligible spouse and/or dependents of any NHCC employee who dies while in active NHCC service, for one year after death.

Sec. 42 LEAVE WITH PAY.

42-1 VACATION LEAVE FOR EMPLOYEES HIRED PRIOR TO APRIL 1, 1985

42-1.1 Vacation Leave shall be provided as follows: Upon completion of thirteen (13) bi-weekly pay periods of service, an employee shall be credited with six and one-half (6 1/2) days of vacation time. Thereafter, the employee shall earn vacation time at the rate of one-half (1/2) day per bi-weekly pay period of service.

42-1.2 Additional/Bonus Vacation Days for Years of Actual Completed Service (Bonus Vacation Days):

(a) On the anniversary day of each year of actual completed service, an employee shall be credited with additional/bonus vacation days in accordance with the following schedule:

Years of Actual Completed Service	Additional/Bonus Vacation Days
1	1 day
2	2 days
3	3 days
4	4 days
5	5 days
6	6 days
7	7 days
8 or 9	8 days
10 or more	9 days

(b) In lieu of the additional/bonus vacation days provided above, employees assigned to the Nassau University Medical Center in the following listed positions shall be credited with eight (8) days of additional/bonus vacation days on their anniversary day of each year of actual completed service for a total of twenty one (21) regular and additional/bonus vacation days in any anniversary year:

Attending Physicians, Attending Dentists, Registered Nurses, Clinical Psychologists, X-Ray Technicians, Psychiatric Social Workers, Medical Social Workers, Chief Dietitians, Assistant Dietitians and Dieticians.

(c) In lieu of additional/bonus days provided above in (a), Registered Nurses assigned to the Nassau County Correctional Center and the A. Holly Patterson Extended Care Facility shall be credited with eight (8) days of additional/bonus vacation days on their anniversary day of each year of actual completed service for

a total of twenty-one (21) regular and additional/bonus vacation days in any anniversary year.

42-2 VACATION LEAVE FOR EMPLOYEES HIRED ON OR AFTER APRIL 1, 1985 SHALL BE PROVIDED AS FOLLOWS:

(a) Upon completion of one half (1/2) of one year of actual completed service, an employee shall be credited with five (5) vacation days. At the completion of the employee's first anniversary, the employee shall be credited with an additional five (5) vacation days. Thereafter, the employee shall earn vacation time at the rate of one-half (1/2) day per bi-weekly pay period of service but not to exceed eleven (11) days in the second year and thereafter thirteen (13) days each year and additional bonus days to be earned as follows:

Years of Actual Completed Service	Additional/Bonus Vacation Days
5	2
6	3
7	4
8	5
9	6
10	7
11	8
12 or more	9

(b) In lieu of the additional/bonus vacation days provided above, employees assigned to the Nassau University Medical Center in the following listed positions shall be credited with eight (8) days of additional/bonus vacation days on their anniversary day of each year of actual completed service for a total of twenty one (21) regular and additional/bonus vacation days in any anniversary year:

Attending Physicians, Attending Dentists, Registered Nurses, Clinical Psychologists, X-Ray Technicians, Psychiatric Social Workers, Medical Social Workers, Chief Dietitians, Assistant Dietitians and Dietitians.

(c) In lieu of the additional/bonus vacation days provided above in (a), Registered Nurses assigned to the Nassau County Correctional Center and the A. Holly Patterson Extended Care Facility shall be credited with eight (8) days of additional/bonus vacation days on their anniversary day of each year of actual completed service for a total of twenty-one (21) regular and additional vacation days in any anniversary year.

42-3 MAXIMUM ACCUMULATION OF VACATION TIME

(a) The maximum vacation time which may be accumulated by an employee is 90 days.

(b) For the purpose of the maximum vacation accumulation, the number of days shall be determined once a year as of the day immediately preceding the employee's anniversary date so that each employee will have the period of one year to use all days in excess of the maximum days.

(c) Notwithstanding the foregoing ninety (90) day vacation limitation, an employee may continue to accumulate vacation days in excess of said maximum

accumulation with such days to be utilized in the instance where such employee has experienced a catastrophic illness or injury and who has used all vacation time, sick leave, personal leave and any compensatory time and has no regular leave entitlement available and, in such instance, employee shall be able to utilize such excess leave as a consequence of such catastrophic illness or injury and such illness or injury shall be certified by a doctor.

(d) In the event an employee has less than ninety (90) days of such vacation leave to be utilized in the computation of termination pay, as the same is provided in §42-10 of this Agreement, but has had vacation leave in excess of the then applicable maximum limits transferred, from time to time, to such catastrophic leave-accumulation described in the subdivision (c) above, then said employee may utilize such vacation leave so transferred up to the ninety (90) day limit herein provided.

42-4 GRANTING OF, OR CHARGING TO, VACATION TIME.

(a) Vacation time may be granted in consecutive days, single days, or minimum units of one-quarter (1/4) days. However, vacation time shall be granted only in accordance with the administrative needs of the department.

(b) An employee who has accumulated the maximum vacation time and is prevented by the administrative needs of the department from using the employee's yearly vacation entitlements, as accrued prior to the employee's anniversary date, shall be paid straight time for the vacation time over the maximum so lost, and in addition, straight time for the time worked.

(c) Any employee who has exhausted all of the employee's sick leave and who is absent due to illness may elect to use vacation leave, personal leave and compensatory time before being placed in a "leave without pay" status.

(d) Tardiness. For absence due to tardiness, a department head shall accumulate such tardiness and shall charge such tardiness against vacation leave, sick leave, personal leave, or compensatory time, in that order, in increments of one-quarter (1/4) days. Such accumulations shall be for a period of not more than one year.

(e) Employees shall submit their requests for vacation as soon as is practicable and that NHCC departments shall be encouraged to respond to such requests as soon as possible. In furtherance of this mutual goal, employees who submit requests for vacation of three (3) or more consecutive work days at least forty-five (45) days before the planned commencement of the vacation shall be responded to no later than thirty (30) days prior to the date of the planned commencement of the vacation. Vacation requests not responded to within the allotted time period shall be deemed approved. Approved vacations may only be changed thereafter in the event of an emergency; i.e. unexpected or unforeseen circumstance.

42-5 SICK LEAVE

(a) Basic Sick Leave. An employee shall earn sick leave at the rate of one-half (1/2) day per bi-weekly pay period of service, but not to exceed ten (10) days in each of the first three (3) years of actual completed service.

(b) Upon completion of three (3) years of actual completed service, employees shall earn sick leave at a rate of one-half day per bi-weekly pay period of

service. The maximum sick leave which may be accumulated by an employee is two hundred (200) days.

(c) SICK LEAVE ABUSE

(1) If an employee utilizes sick leave abusively (Example: inadequately justified, excessive and/or patterned absence), the employee shall be ineligible for voluntary overtime until he or she completes three (3) pay periods without utilizing sick leave.

(2) In addition, if an employee has a "no pay day" within a pay period, the employee shall be ineligible for voluntary overtime for the balance of the pay period, and the following pay period.

(3) If an employee feels aggrieved by implementation of this provision, the employee shall complain to the union which shall promptly meet with the NHCC Human Resources Department in an effort to resolve the matter.

(4) It is not the intent of this paragraph to deny voluntary overtime opportunities as a result of absence due to legitimate illness or on-the-job injury.

(5) Ineligibility shall not establish, in and of itself, grounds for discipline. Discipline shall be determined as set forth by the provisions of Section 10 herein.

42-6 (Intentionally Omitted)

42-7 EXCESS SICK LEAVE ACCRUAL

a) Notwithstanding the foregoing maximum sick leave limitation, an employee may continue to accumulate sick days in excess of the said maximum accumulation with such days to be utilized only in the instance where such employee has sustained a catastrophic illness or injury and who has used all vacation time, sick leave, personal leave and any compensatory time standing to the employee's credit and has no regular leave entitlement available and, in such instance, such employee shall be able to utilize such excess leave as a consequence of such catastrophic illness or injury and such illness or injury shall be certified to by a doctor.

b) In the event an employee has less than the maximum sick days to be utilized in any compensation for termination pay purposes as provided in Section 42-10 of this agreement, but has had sick leave in excess of the applicable maximum limits transferred, from time to time, to such catastrophic leave accumulation described in subsection (a) above, then said employee may utilize such sick leave so transferred up to the maximum day limitation herein provided.

42-8 CHARGES AGAINST SICK LEAVE

(a) The minimum charge against sick leave shall be one-quarter (1/4) day.

(b) Any employee who has exhausted all the employee's sick leave and who is absent due to illness may elect to use vacation leave, personal leave and compensatory time before being placed in a "leave without pay" status.

42-8.1 Sick Leave may be used for personal illness, pregnancy, medical, dental or optometrical examination. Sick Leave shall not be used as additional vacation or personal leave.

42-8.2

A.1) When an employee is absent on sick leave for three or more consecutive work days that employee shall be required to furnish a physician's certificate before being permitted to return to work. This requirement may be waived by the Department Head or his or her designee for good cause (e.g., in circumstances where the employee's medical condition is known to the Department Head or designee and/or when visiting a medical professional would delay the employee's ability to return to work.) Such physician's certificate shall certify that the employee was seen by a medical professional and shall include the general nature of the employee's illness, that the employee may return to work and perform regular duties and that the employee will not jeopardize the health or safety of other employees by returning to work.

2) If an employee feels aggrieved by a Department Head's failure to waive, the employee shall complain to the union, which shall promptly meet with the Department for Human Resources in an effort to resolve the matter. The determination of the Department for Human Resources shall not be grievable.

B.1) If an employee uses sick leave in a way which reasonably suggests that it is unacceptable (example: inadequately justified, excessive and/or patterned absence) the employee may be placed on the "Medical Review List" and thereafter (for future absences) may be required by the Department Head to furnish a medical certificate before returning to work regardless of the duration of the absence. If the employee fails or refuses to supply a medical certificate the employee shall be listed as absent without pay for the day or days in question. An employee who is placed on the Medical Review List shall have five (5) days to appeal such designation and such appeal shall be heard by an arbitrator within thirty (30) days. Employees shall remain on the list for a minimum of one (1) year. If an employee has acceptable attendance during this one-year period, he/she shall be removed from the List at the end of one year. If not removed by the Department after such year, the employee may appeal to the arbitrator to be removed from the List. Such appeal shall be heard by the arbitrator within thirty (30) days. During pendency of the appeal(s) the employee will be required to furnish a medical certificate for all absences.

2) An employee who has been removed from the list by the arbitrator may not be returned to the List sooner than ninety (90) days unless ordered by the arbitrator.

42-8.3 An employee absent on sick leave shall notify the supervisor on duty of such absence, the reason therefore, and the length of such absence, at least one (1) hour before the start of the shift on which such employee will be absent. Where such notification is not practicable because the employee's department is not open one (1) hour before the start of the work day, the employee shall notify the employee's supervisor at the beginning of the first shift/day of such absence. If the employee will be absent for a longer period than originally indicated, the employee shall so notify the employee's supervisor via the procedures hereinabove described.

If such notification is not given, the department may deem the employee to be absent without pay, except when such notification is not made because of emergency conditions.

42-8.4 When an employee's service is terminated, other than for cause, and such employee is subsequently re-employed within one (1) year after such termination, all

unused accumulated sick leave not used in the computation of a cash payment at the time of the employee's termination, shall be restored.

42-9 SUPPLEMENTAL LEAVE AT HALF PAY / DONATION OF TIME

42-9.1 Supplemental Leave at Half Pay shall be granted, at the request of the employee and in the discretion of the NHCC Chief Executive Officer, which discretion shall be based on the employee's job performance, past attendance record including previous use of sick leave and the department's need to fill the position, to an employee who has used up all the employee's sick leave, vacation time, personal leave and compensatory time, and is still too ill or disabled to work (including illness or disability due to pregnancy and/or childbirth), as evidenced by a certificate of a doctor.

42-9.2 An employee granted supplemental leave at half pay shall receive one-half (1/2) the pay the employee would have received had the employee continued to serve in the position the employee had at the time such leave was authorized.

42-9.3 The amount of supplemental leave at half pay shall not exceed a period equal to two (2) bi-weekly pay periods for each year of actual completed service.

42-9.4 In addition, in cases of catastrophic illness, the NHCC Chief Executive Officer may elect to extend supplemental leave at half pay for additional consecutive periods, each up to a maximum of six (6) calendar months. The NHCC Chief Executive Officer's decision shall not be challenged.

42-9.5 Donation of Time.

At the discretion of the NHCC Chief Executive Officer, employees may volunteer to transfer vacation leave, sick leave, personal leave, compensatory time or catastrophic sick leave accrual, in order to provide leave benefits to any NHCC employee who has exhausted all leave entitlements, and has been deemed to be in an extreme "hardship" situation as certified by such employee's physician. Any such leave which is transferred but not utilized by said employee shall be returned to the employee who voluntarily initiated the transfer. During the course of use of this transferred leave time, the employee who received the transferred leave shall not accrue leave benefits until said employee returns to duty.

42-10 TERMINATION PAY.

42-10.1 Unless discharged for cause, upon termination of service, including death, an employee or estate, shall be entitled to receive cash payment for accumulated leave to be computed by adding:

- (a) The number of unused vacation days not to exceed the maximum accumulation of days; plus
- (b) Compensatory time earned pursuant to §27-12 and/or §28-2.2 and not used by the employee before separation from service; plus
- (c)
 1. For employees with less than ten (10) years of actual completed service, 50% of the number of unused sick leave days; or
 2. For employees with ten (10) or more years of actual completed service, 100% of unused sick leave days not to exceed the maximum accumulation of days.

In the event legislation is passed providing for an Early Retirement Incentive Program and an employee participates in such a program, the employee shall receive unused sick leave termination monies pursuant to the following formula:

For employees with less than sixteen (16) years of actual completed service, 50% of the number of unused sick leave days; and for employees with sixteen or more years of actual service, 50% plus 2% per year of actual completed service greater than fifteen (15) years to a maximum of 80% of the number of unused sick leave days.

(d) All termination monies shall be paid by NHCC in three (3) equal installments of accumulated days, the first such installment of days to be payable in the first January following separation from service; the second payable in the second January following separation from service; and the final installment in the third January following separation from service. Payments shall be made for such days at the rate of pay applicable to the value of such number of days as are being paid at each installment, based on the value of such days as of the date of separation from NHCC service increased thereafter to the date of payment by the cumulative applicable base wage increase contained in the collective bargaining agreement. (Notwithstanding the foregoing, NHCC may determine to pay severance checks of \$5,000.00 or less in a single initial installment).

42-10.2 Where termination takes place on a date other than the employee's anniversary date, then in computing the number of vacation days accumulated, the employee shall receive credit for a pro-rated number of the additional vacation days the employee would have received on the employee's next anniversary date.

42-11 PERSONAL LEAVE.

Each employee shall receive annualized personal leave days, to be credited on the anniversary date of their employment, as follows:

Actual Completed Service	Number of Personal Days to be Credited
6 months	3
2 years	4
3 years & each year thereafter	5

42-11.1 Minimum charge against personal leave shall be one-quarter (1/4) day.

42-11.2 Personal leave may be used only for religious observance, (to be granted on the days and hours required insofar as the proper conduct of government functions are not unduly interfered with) personal business, or personal emergencies.

42-11.3 An employee must request personal leave at least seven (7) workdays in advance. Such personal leave shall be granted (except in case of a departmental emergency). Leave shall be presumed granted if not denied within two (2) workdays after the request.

42-11.4 An employee may request personal leave less than seven (7) workdays in advance. Such leave shall then be granted (except in case of a departmental

emergency) only upon the employee demonstrating good cause for the failure to request the personal leave at least seven (7) workdays in advance.

42-11.5 Personal leave which is unused at the end of an employee's anniversary year, shall be converted and added to vacation leave for the next ensuing anniversary year.

42-11.6 In the event of completion of an anniversary year during which an employee used no sick leave and has a full personal leave day remaining in that year, two (2) days shall be added to the personal leave in the next subsequent anniversary year.

42-12 AUTHORIZED ABSENCE WITH PAY.

42-12.1 An employee may be excused in the discretion of the NHCC Chief Executive Officer, without charge to vacation time, sick leave, personal leave or any other leave, upon submission of satisfactory evidence to the NHCC Chief Executive Officer of one of the following reasons:

(a) Absence for court attendance under subpoena or court order, provided that neither the employee nor anyone related to the employee has a personal interest in the case and such attendance is not related to any other employment.

(b) Absence to attend an administrative hearing or conference, a grievance, or a court case, related to NHCC employment, notwithstanding that the employee may have a personal interest therein.

(c) Absence to attend an official investigation or related interview.

(d) Absence to attend a Nassau County Civil Service examination, interview or appointment interview in relation to an eligible list for employment by NHCC, or any physical examination in relation thereto.

(e) Absence by an officer, unit president, delegate or alternate of the Union, of the Nassau County Employees Federal Credit Union, of a volunteer fireman association or of a veteran's organization, with the prior approval of the NHCC Chief Executive Officer to attend conferences, conventions or schools in such organizations, not exceeding a total of one hundred and fifty (150) days in each calendar year for all of the aforementioned officers of the Union, and a total of five (5) days in each calendar year for two (2) officers in each other aforesaid association or organization.

Any absence granted under this sub-division shall be reported to the NHCC Department for Human Resources.

(f) Absence by a unit president to engage in the negotiation or administration of the Collective Bargaining Agreement, up to a combined total maximum (of all unit presidents) of one (1) business day per week per one thousand (1,000) full-time bargaining unit personnel. Such time shall be requested by the President of Nassau Local 830 on behalf of the unit president.

(g) (1) Absence by a volunteer fireman and/or any such employee certified as emergency/crisis personnel for the purposes of engaging in emergency missions such as firefighting, rescue or other related support services which endeavor to protect the safety and welfare of the community.

(2) Such requested and approved absences shall be charged against an allotted bank of compensatory hours equivalent in time to four (4) working days for each qualifying employee.

(3) Said compensatory time shall be granted on January 1 of each calendar year and shall not be accumulative from year to year.

(h) Absence for an employee to attend a scheduled prostate examination sponsored by the Nassau University Medical Center. Such employee shall be granted excused leave without loss of time or pay for travel and examination only.

(i) Absence for an employee to attend a scheduled mammography examination sponsored by the Nassau University Medical Center. Such employee shall be granted excused leave without loss of time or pay for travel and examination only.

42-12.2 When an employee is required to take time off for a Workers' Compensation case during the employee's normal workday (shift), such employee shall be granted excused leave without loss of time or pay for travel, examination and hearing time only.

42-12.3 Each employee shall be granted a maximum of three (3) days leave, without loss of pay, to be used for continuing education as mandated for State certification or professional licenses for continued NHCC employment.

42-12.4 JURY DUTY LEAVE.

(a) Jury Duty and all court time on NHCC business shall be paid on the basis of a regular shift of work.

(b) NHCC shall, at the request of the employee, alter an employee's work schedule so that it will coincide with the employee's jury duty obligation.

(c) For the purposes of this Section, there shall be no obligation on the part of the NHCC Chief Executive Officer to grant authorized absence for jury duty unless official notification is presented by the requesting employee at least two (2) weeks prior to reporting for ordered jury duty.

42-13 MILITARY LEAVE.

42-13.1 Leave for Military Duty. Employees shall have the benefits and protections afforded them under applicable State and Federal laws in relation to leave for military duty.

42-14 ABSENCE - EXTRAORDINARY CIRCUMSTANCES.

42-14.1 In the event of adverse weather conditions that have impaired the use of available transportation facilities, or for other extraordinary circumstances, the NHCC Chief Executive Officer or his designated representatives may at the NHCC Chief Executive Officer's or the designated representative's discretion direct an employee, or group of employees either not to report to work, or to leave work. The employee(s) so directed shall be deemed to be absent with pay and shall not be charged for any time and leave credits due to such excused absence.

42-14.2 Any employee who is required to remain at work after the NHCC Chief Executive Officer or designated representative has dictated that extraordinary circumstances exist for that particular geographic area, or location within Nassau County, shall receive equivalent compensatory time off at straight time, hour for hour, as the employees who were sent home or directed not to work.

42-14.3 No employee who was previously scheduled off for vacation or reported sick, personal, etc. will be entitled to the additional time off provided for by this Section.

42-14.4 Any such release of employees directly or indirectly affected does not create any right to equivalent time off by any other employee or group of employees, not so released.

42-14.5 The existence of such extraordinary conditions during the employee's next regular workday, by itself, shall not automatically relieve the employee from work. It shall be the obligation of the employee to communicate with the NHCC Chief Executive Officer to ascertain whether or not the employee must report to work. Such communication by the employee shall be prior to the employee's normal starting time.

42-14.6 The NHCC Chief Executive Officer's or his designated representative's discretion in the administration of Section 42-14 shall not be reviewable.

42-15 CHILD CARE LEAVE.

42-15.1 Child care leave shall be provided without pay or benefits to employees for parenthood leave, including any accrued leave entitlements utilized, must commence within one hundred twenty (120) calendar days of the birth of a child parented by the employee, or one hundred twenty (120) calendar days of the adoption by an employee of a child less than five (5) years of age. Such leave shall extend up to one (1) calendar year inclusive of the use of accrued leave entitlements, except that a department or agency head may elect to extend up to one additional calendar year leave of absence (for a total maximum of two (2) calendar years).

42-15.2 No more than one marital spouse may be on child care leave at any one time.

42-15.3 No employee shall be eligible for Child Care Leave until after the completion of one full year of actual completed service.

42-16 BEREAVEMENT LEAVE.

42-16.1 A full-time employee shall be granted three (3) days off without loss of pay or other benefits and without charge to any other leave time in the event of the death of the employee's spouse, child, father, mother, father-in-law, mother-in-law, foster child, adopted child, grandparent, grandchild, legal guardian, step-parent, surrogate parent, son-in-law, daughter-in-law, brother or sister.

42-16.2 A full-time employee shall be granted one (1) day off without loss of pay or other benefits and without charge to any other leave in the event of the death of the employee's aunt, uncle, brother-in-law, or sister-in-law.

42-16.3 A part-time employee shall be granted up to three (3) consecutive calendar days off, without loss of pay or other benefits and without charge to any other leave time, in the event of the death of an individual named in Section 42-16.1, but only one (1) calendar day off without loss of pay or other benefits and without charge to any other leave time in the event of the death of an individual named in Section 42-16.2.

42-17 BLOOD DAYS.

42-17.1 An employee shall be granted one (1) compensatory day for every two (2) pints of blood the employee donates. This provision applies only to blood actually donated through NHCC's official Union/Management Blood Program, or directly to the Nassau University Medical Center, and shall be limited to no more than three (3) compensatory days within any given year.

This provision negates any other previous practice or policy instituted by an agency or Department.

Sec. 43 LEAVE WITHOUT PAY.

43-1 No credit for vacation time, sick leave, paid holidays or authorized absence with pay shall be given if an employee is absent without pay or has received supplemental leave at half pay for thirty (30) percent or more of a bi-weekly pay period.

43-2 Any employee on a leave of absence without pay of more than one (1) year (except for employees on Military Leave) will not receive any increment which may become due during the period in which such employee renders no service to NHCC.

Sec. 44 EXCLUSIVE BENEFITS FOR CERTAIN EMPLOYEES WORKING LESS THAN FULL-TIME.

A. Full-Time Employees Hired Prior to April 1, 1985 Working a Reduced Schedule.

44-1.1 All employees classified as full-time, but who work a reduced schedule and all Correctional Center Physicians, P.T., and all Correctional Center Dentists, P.T.,

shall receive all contract benefits to which full-time employees are entitled, on a pro-rated basis, either:

(a) pursuant to a ratio of hours worked compared with the regular full-time schedule for all benefits not provided by Sections 27 and 42 of this Agreement, or

(b) pursuant to the chart below, if such benefits are those provided by Section 42 of this Agreement:

Hours Worked Per Pay Period			Hours Worked Per Pay Period		
At Least	Less Than	Hours to be Credited	At Least	Less Than	Hours to be Credited
5	7	1/4	42	47	2-1/4
7	12	1/2	47	52	2-1/2
12	17	3/4	52	57	2-3/4
17	22	1	57	62	3
22	27	1-1/4	62	67	3-1/4
27	32	1-1/2	67	72	3-1/2
32	37	1-3/4	72	77	3-3/4
37	42	2	77	80	4

44-1.2 Notwithstanding the foregoing, health and dental and optical benefits shall be provided only where applicable and pursuant to State Law.

44-1.3 This section shall affect contract benefits only. It shall not affect any rights conferred by statute, nor be contrary to any regulations of the New York State Department of Civil Service.

B. Full-Time Employees Hired on or After April 1, 1985 Working a Reduced Schedule.

44-2.1 All employees classified as full-time, but who work a reduced schedule and all Correctional Center Physicians, P.T., and all Correctional Center Dentists, P.T., shall receive all contract benefits to which full-time employees are entitled, on a pro-rated basis, either:

(a) pursuant to a ratio of hours worked compared with the regular full-time schedule for all benefits not provided by Sections 27 and 42 of this Agreement; or

(b) The benefits provided by Section 42 of this Agreement except that such employees shall only receive 50% of the following entitlements:

42-2	Vacation Leave
42-5	Sick Leave
42-11	Personal Leave

44-2.2 Notwithstanding the foregoing, health and dental and optical benefits shall be provided only where applicable and pursuant to State Law.

44-2.3 This section shall affect contract benefits only. It shall not affect any rights conferred by statute, nor be contrary to any regulations of the New York Department of Civil Service.

C. Part-Time Employees Hired Prior to April 1, 1985 Working an Increased Schedule.

~~44-3.1 All employees classified as part-time and who work 50% or more of the normal work week of their department, shall receive all contract benefits to which full-time employees are entitled on a pro-rated basis, either~~

(a) pursuant to the ratio of hours worked compared with the regular full-time schedule for all benefits not provided by Sections 27 and 42 of this Agreement, or

(b) pursuant to the chart below, if such benefits are those provided by Section 42 of this Agreement:

Hours Worked Per Pay Period			Hours Worked Per Pay Period		
At Least	Less Than	Hours to be Credited	At Least	Less Than	Hours to be Credited
5	7	1/4	42	47	2-1/4
7	12	1/2	47	52	2-1/2
12	17	3/4	52	57	2-3/4
17	22	1	57	62	3
22	27	1-1/4	62	67	3-1/4
27	32	1-1/2	67	72	3-1/2
32	37	1-3/4	72	77	3-3/4
37	42	2	77	80	4

44-3.2 Notwithstanding the foregoing, health and dental benefits shall be provided only where applicable and pursuant to State Law.

~~44-3.3 This section shall affect contract benefits only. It shall not affect any rights conferred by statute nor be contrary to any regulations of the New York State Department of Civil Service.~~

D. Part-Time Employees Hired Prior to April 1, 1985 Working a Part-Time Schedule.

44-4.1 Part-time employees shall only receive the benefits provided in this sub section.

Part-time employees shall receive pro-rated vacation and sick leave, according to the following schedule:

Hours Worked Per Pay Period

At Least	Less Than	Hours to be Credited
5	7	1/4
7	12	1/2
12	17	3/4
17	22	1
22	27	1-1/4
27	32	1-1/2
32	37	1-3/4
37	40	2

44-4.2 Other Benefits. Additionally, they shall receive shift differential; blood days; supplemental leave at half pay, pro-rated; uniform allowance; utilization of the grievance machinery; mileage allowance; time and one-half for actually working the holiday; health and dental benefits where applicable and pursuant to State Law; termination pay; bereavement leave as outlined in Section 42-16.3; longevity as outlined in Section 25-8; and all other benefits which accrue to part-time employees by virtue of State Law (i.e., Workers' Compensation, Unemployment Insurance and ten thousand dollars (\$10,000) Accidental Injury Death Payment).

E. Employees Hired For a Part-Time Position On Or After April 1, 1985.

44-5.1 Part-time employees shall not receive any time and leave benefits until such time as they have completed one thousand (1,000) hours of employment with NHCC. They shall, however, receive the benefits of Section 44-4.2, except they shall not receive supplemental leave at half-pay.

44-5.2 After completing one thousand (1,000) hours of employment with NHCC, employees shall receive the vacation leave benefits of Section 42-2, and the pro-rated sick leave benefits of Section 42-5.

44-5.3 In the event such employees resign from NHCC service, they shall not be eligible to receive termination pay pursuant to Section 42-10.

F. Seasonal and Temporary Employees.

44-6 Seasonal and temporary employees, except those classified as temporary under Civil Service Rule XXXI, and physicians designated as "seasonal employees" by NHCC, shall not receive any leave with pay benefits as established in Section 42 above, except they shall receive bereavement leave and overtime benefits.

Sec. 45 DOCTORS.

45-1 House Officers (Residents and Interns) receive only the following benefits:

(a) For house officers hired on or after July 1, 1999, as per exhibit B of the mediator's proposal which salaries shall be increased each July 1st by the CPI measured by the preceding May 1st to April 30th. Effective upon the complete

ratification and approval of the 2010-2015 Stipulations of Agreement, a graded salary plan will be developed for House Officers.

(b) Sick Leave - As required, no accumulation and no cash pay at severance.

(c) Personal Leave - As required, no accumulation and no cash pay at severance.

(d) Vacation Leave - Three (3) (effective July 1, 2013, four (4)) weeks, but no accumulation and no cash pay at severance.

(e) House Officers may utilize the grievance procedures.

(f) Living quarters - on premises housing, if available:

For house officers hired prior to July 1, 1999, as per exhibit B of the mediator's proposal which rates shall be increased each July 1st by the CPI measured by the preceding May 1st to April 30th.

Effective upon the completion of the renovation and rehabilitation plan for the current House Officer housing, the NHCC will have the discretion to require residents to live in on-campus housing for the duration of their residency provided that: (1) the rental cost of the housing is below market; i.e., below the rental price that a specific unit available on NHCC's East Meadow, New York campus would realize if that unit were offered for rent on the open market off campus in East Meadow, New York; and (2) House Officers do not own housing or have an existing lease or other residence in the area. This discretion will apply in situations in which an existing lease expires. The market rate for apartments will be determined annually by utilizing available comparable rents being offered in apartment complexes within the East Meadow or immediately geographically contiguous community markets.

(g) Meals - Moderately priced, available at employees' cafeteria.

(h) Uniforms and Uniform Laundering - provided.

(i) Hours of Duty - As required by the Directors of the respective services, subject to change.

(j) Professional Liability - full indemnification of House Officers is provided for malpractice claims arising from the performance of the House Officers' assigned duties.

(k) Health, Dental and Optical Benefits - Pursuant to Section 37 of this Agreement.

(l) New York State Retirement System, Workers' Compensation and Unemployment Insurance - As provided by law.

45-2.1 Attending Physicians and Attending Dentists assigned to any agency under the jurisdiction of the NHCC shall receive full professional liability indemnity for malpractice claims arising from the performance of assigned duties as long as there

is no billing by said physicians or dentists for professional services rendered. They shall also receive all other benefits of this Agreement, except they shall not receive:

- (a) overtime pay or compensatory time off;
- (b) shift differential;
- (c) standby pay;
- (d) holidays or holiday pay, except as set forth in Section 27-1;
- (e) meal money;
- (f) seniority benefits.

~~45-2.2 Notwithstanding the provisions of this Section, Attending Physicians employed at the Nassau University Medical Center assigned to either the Department of Psychiatry or the Department of Psychology who volunteer to work on Saturdays, Sundays, or Holidays, to either see patients admitted in the last twenty-four (24) hours, or to carry out other related duties as required by their Department Chairperson shall, at the discretion of the NHCC Chief Executive Officer or the employee's designated representative be entitled to a flat rate of pay of two hundred twenty-six (226.00) dollars per tour of duty. Said tour shall in no instance be less than three and one half (3 1/2) hours in duration.~~

45-2.3 Notwithstanding the provisions of Section 45-2.1(a) Attending Physicians employed at the Nassau University Medical Center assigned to the Emergency Room, or to the center for primary care, during an actual shortage of Attending Physicians shall, at the discretion of the NHCC Chief Executive Officer or designated representative be entitled to an hourly rate of pay for all hours the employee actually works in the Emergency Room. Said hourly rate of pay shall be calculated by dividing the assigned Physician's daily rate of pay by seven (7).

Sec. 46 MISCELLANEOUS BENEFITS.

46-1 Meal Period. All employees assigned to A. Holly Patterson Extended Care Facility shall receive a one (1) hour meal period without any addition to the length of their work day.

46-2 All persons assigned to a closed Psychiatric Ward of the Nassau University Medical Center shall receive an additional two dollars and fifty-nine cents (\$2.59) per day. All maintenance personnel who perform work at the prison ward at the Nassau University Medical Center shall also be entitled to the above two dollars and fifty-nine cents (\$2.59) per day (except that, with respect to maintenance personnel, the aggregate cost to NHCC shall not exceed ten thousand (\$10,000.00) dollars per year) for each day of such work. The foregoing stipend shall be increased by the same percentage as any general base wage increase negotiated by the parties.

46-3 NHCC and the CSEA recognize that, by separate agreement, it is contemplated that the Nassau Health Care Corporation (NHCC) will purchase certain health related facilities from the County of Nassau and that substantially all County employees now employed at such facilities will continue to be employed at the same facilities following the purchase.

All employees hired after the transfer of operations to the NHCC shall receive the full benefits of this collective bargaining agreement, excepting that said employees shall be subject to a further reduction of ten (10%) percent after applying

said benefits. The intent of this provision is to reduce the cost to the NHCC for each new employee by ten (10%) percent relative to the cost of each new employee under this (or the then applicable) collective bargaining agreement. Said ten percent reduction shall be for a period of five years only from the date of hire of said employee after which the employee shall prospectively enjoy the full benefits of the applicable collective bargaining agreement. Said reduction shall be retroactive to September 29, 1999. This ten percent reduction shall not apply to residential doctors.

The parties to this agreement shall endeavor to reach agreement on how to effectuate the reduced costs of each employee. ~~If the parties fail to reach an agreement, the parties agree that the ten percent reduction shall be implemented by arbitration and the parties further agree that the mediator to this successor agreement, having full understanding and intent of this provision, shall be the binding arbitrator. The arbitration process shall be immediately initiated upon request by either party.~~

This agreement contemplates that transfer from the County payroll to the NHCC payroll, on the transfer date of the facilities to the Public Benefit Corporation, will not be deemed a separation from or break in service for any collective bargaining agreement purpose.

Sec. 47 SECURITY GUARDS.

NHCC shall distribute the aggregate sum of up to ten thousand dollars (\$10,000.00) annually upon each November 1st, as directed by the CSEA President, to security guard personnel for the purpose of reimbursing such personnel for expenses directly incurred to ensure required compliance with the Security Guard Act of 1993.

Sec. 48 HOLD HARMLESS.

NHCC, at its own cost and expense, shall defend every employee who is made a party defendant to a lawsuit arising out of an event which took place while the said employee was acting within the scope of the employee's employment, and shall hold the said employee harmless from any and all loss or damage occasioned by such lawsuit, except to the extent that said employee is otherwise covered by the employee's own insurance.

Sec. 49 LEGALITY.

Notwithstanding anything to the contrary contained herein, if one or more of the provisions of this contract are found to be illegal, all other provisions are to remain in full force and effect. The provision or provisions found to be illegal are to be replaced by provisions of the last prior contract, if any such provision was in existence.

Sec. 50 DEFERRED COMPENSATION.

All employees covered by this Agreement are hereby eligible to participate in any such Deferred Compensation Plan as NHCC may arrange to provide pursuant to Section 5 of the New York State Finance Law.

Sec. 51 FLEXIBLE BENEFITS.

For all employees covered by this Agreement who are eligible for participation under NHCC's Flexible Benefits Plan previously established under IRS Sec. 125, NHCC may continue to provide such plan (or one comparable thereto). NHCC may unilaterally discontinue such plan upon thirty (30) day's written notice to the Union.

Sec. 52 DRUG AND ALCOHOL TESTING

A. NHCC may require an employee to immediately submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. Upon request, NHCC shall provide an employee who is ordered to submit to any such test with a written statement of the basis for NHCC's reasonable suspicion within seventy-two (72) hours of the request. Prior to ordering any such testing, NHCC shall provide the Union with reasonable notice of such order, and, wherever practicable, an opportunity to consult with the employee prior thereto.

B. NHCC shall use either a hospital, or accredited testing lab, as chosen by NHCC, for such testing. Additionally, NHCC shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed by an opposite-sex member. Any and all such witnessing shall be done by a party who is the same gender as the employee being tested. Any test showing a positive result will be confirmed by the gas chromatography/mass spectrometry (GC/MS) or any other similarly recognized method before any administrative action is commenced.

1. Upon request, NHCC shall provide an employee with a copy of any test results which NHCC receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

2. A portion of the test sample, if positive, shall be retained by the hospital/accredited testing lab for fourteen (14) days so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory and/or hospital certified by the State of New York to perform drug and/or alcohol testing of the employee's choosing and at the employee's own expense. The Union will be advised of passed or failed tests to the extent that the releasing of such data is not inconsistent with Federal or State Laws regarding the privacy of said test or if the individual involved does not want this test released to the Union.

C. Use of illegal drugs or alcohol or abuse of prescribed drugs, at any time, or refusal to submit to such testing shall be cause for discipline, including termination, subject to the relevant grievance procedures set forth in Section 10 of this Agreement. All issues relating to the drug and alcohol testing process (i.e., whether there is reasonable suspicion, whether a proper chain of custody has been maintained, et cetera) shall be subject to the grievance procedures of this Agreement.

D. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

1. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specified person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

2. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants employer inquiry because of a direct bearing of the mental faculties of the employee on the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.

E. This provision shall not impair the right of NHCC to require medical and/or drug testing of employees as permitted or required by State or Federal Law or regulation.

F. Counseling services are available through the Nassau County's Employee Assistance Program to employees and their families upon request. Such services are confidential.

Sec. 53 JOB PRESERVATION

53-1 The parties mutually acknowledge the importance of maintaining a stable and productive workforce. To that end, there shall be no layoffs of regular full-time employees who have passed their probationary period during the term of this agreement due to a decline in revenue or elimination of clinical services. The parties also acknowledge, however, that unforeseen circumstances may arise where layoffs may be ultimately necessary to maintain the overall financial viability of NHCC. Therefore, the parties agree that there shall be no layoffs of bargaining unit employees unless the following condition occurs:

- (1) Where NHCC's "net revenue" decreases five (5%) per cent or more from the prior quarter (e.g., January-March, April-June, July-September, October-December). CSEA shall have the right to verify said decrease by utilization of NHCC's independent auditor or qualified independent auditor of its own choosing. Said verification must be done within the time parameters of this agreement.
- (2) For purposes of this section, "net revenue" shall be defined as NHCC's total operating revenue less any bad debt expense.
- (3) NHCC shall notify CSEA in writing of any month where "net revenues" decrease two (2%) percent or more from the prior month and provide CSEA with a copy of the monthly financial statement.

Effective upon the complete ratification and approval of the 2010-2015 Stipulation of Agreement, Section 53-1 will be revised to read, "NuHealth will not layoff any non-physician employee unless: (1) the number of staffed (as per New York State) beds is reduced at A. Holly Patterson then, before any bargaining unit members are laid-off as a direct result of the reduction in the number of staffed beds, non-bargaining unit members in titles directly corresponding to those of the to be laid-off bargaining unit members will be first to be terminated and then the maximum number of unit members who may be laid off as a direct result of the reduction in staffed beds will not exceed one FTE for each staffed bed to be reduced (defined by the average census for the unit or service for the previous 12 month period immediately preceding the proposed effective date of the layoffs); or (2) in the event that the number of staffed beds is reduced at NUMC then, before any bargaining unit members are laid-off as a direct result of the reduction in the number of staffed beds, non-bargaining unit members in titles directly corresponding to those of the to be laid-off bargaining unit members will be first to be terminated, and then the maximum number of unit members who may be laid off as a direct result of the reduction in staffed beds will not exceed one FTE for each staffed bed to be reduced (defined by the average census for the unit or service for the previous 12 month period immediately preceding the proposed effective date of the layoffs); or (3) the number of programs on the operating certificates for NUMC, AHP, or the health centers is reduced by an outside agency, then the layoffs of bargaining unit members will be limited to the number of bargaining unit members employed in the corresponding titles of the affected program. If the reduction was initiated by NHCC, then paragraph (2) will apply. Nothing contained herein will be deemed to reduce any Union rights contained in CBA section 32."

- 53-2 In the event layoffs take place pursuant to Section 53-1, NHCC shall give the Union thirty (30) days advance notice of the layoffs and the parties shall meet to explore any alternatives that could serve to preserve the employment of any affected employee.
- 53-3 The provisions of this paragraph shall not apply to employees who are not afforded rights under Section 10 of this Agreement.
- 53-4 Effective upon the complete ratification and approval of the 2010-2015 Stipulation of Agreement, Section 53-4 will be revised to read, "Section 53, in its entirety, will sunset and be of no further force and effect as of December 31, 2015, at 11:59:59 p.m."

Sec. 54 DOMESTIC PARTNERS

- 54-1 A "domestic partner" of an NHCC employee shall receive the same benefits and protections currently afforded a spouse of an NHCC employee under the terms of the collective bargaining agreement.
- 54-2 For purposes of the collective bargaining agreement, a "domestic partner" is defined as one who shares a committed relationship with an employee that is meant to be of lasting duration that meets all of the following criteria: i) the parties live together and have been living together on a continuous basis; ii) the parties maintain a close and committed personal relationship involving shared responsibilities; iii) neither party is legally married to anyone else, nor has had another domestic partner, within the prior six months; iv) the parties

are not related by blood in a manner which would bar marriage in the State of New York; v) both parties are at least 18 years of age; and vi) the parties have satisfied all criteria that may be established by the County of Nassau and the State of New York for qualifying as "domestic partners."

- 54-3 It is understood by the parties that pension and welfare plans in which an employee is a participant may not accept a "domestic partner" as a qualifying participant or beneficiary under such plan, or may impose their own requirements for determining a qualifying "domestic partner." The parties agree that NHCC shall have no liability in the event a pension or welfare plan denies coverage or benefits to a "domestic partner" and that such disputes shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement.

Sec. 55 EMPLOYEE CAFETERIA/LOUNGE

- 55-1 A joint labor-management committee will be created to guide the construction of an employee cafeteria/lounge, which will be concluded by December 31, 2013. The cafeteria/lounge will have employee price discounts. Any agreements reached by the committee must be reduced to writing and ratified and approved by the parties. The CSEA and NHCC hereby continue to request the placement of Case No. U-30575 on PERB's hold calendar, and CSEA agrees to withdraw, with prejudice, its improper practice charge in PERB Case No. U-30575 upon the completion of the construction. However, if construction is not completed by December 31, 2013, the CSEA may request the matter be removed from hold status and scheduled for hearing.

Sec. 56 REOPENER

- 56-1 At any time on or before December 31, 2015, either party may, upon the written consent of the other party, reopen the 2010-2015 Stipulation of Agreement. This provision will sunset and be of no further force or effect after 11:59:59 p.m. on December 31, 2015.

Sec. 57 CONTRACT OPTION

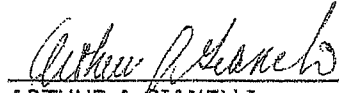
- 57-1 In the event that, on or before 11:59:59 p.m. on December 31, 2015, NIFA or another third party implements a freeze in unit member salaries and/or compensation, then any directly affected provisions of this 2010-2015 Agreement will be of no further force and effect during the duration of NIFA's or the third party's salary and/or compensation freeze, and the parties will revert to the immediately preexisting directly affected terms and conditions of employment during that time. Upon the expiration of NIFA's or the third party's salary and/or compensation freeze, any directly affected provisions of this 2010-2015 Agreement which were frozen as a result of the operation of this Paragraph will be prospectively implemented as of the date on which the NIFA's or third party's action expires.

IN WITNESS WHEREOF, CIVIL SERVICE EMPLOYEES ASSOC., INC., LOCAL 1000, AFSCME AFL-CIO the certified union by Nassau Local 830 and NHCC have

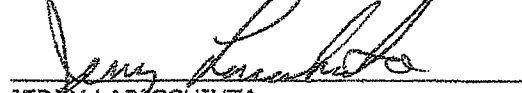
11/4/13

executed this Agreement effective this 18th day of February, 2013.

NASSAU HEALTH CARE CORP.


ARTHUR A. GIANELLI
Chief Executive Officer

CIVIL SERVICE EMPLOYEES ASSOC., INC.


JERRY LARICCHIUTA
President, CSEA Local 830
Local 1000, AFSCME AFL-CIO, the
certified union of Nassau Local 830


ROBERT BROOKS
Labor Relations Specialist